

CASCADE COUNTY COMMISSION MEETING
March 27, 2018 - 9:30 AM
COURTHOUSE ANNEX - ROOM 111
AGENDA

Agenda Topics:

Call To Order:

Madam Chair Jane Weber

Pledge Of Allegiance:

Proclamation: *Child Abuse Prevention Month (April 1-30, 2018)* "Pinwheels for Prevention" Display will be on the Courthouse lawn in April. Presented By: Exchange Club of Great Falls, CARE Center, YWCA, Victim Witness, Kiwanis Club of Great Falls, Child Abuse Prevention Committee, Dandelion Foundation, Police Protective Association and the Alliance for Youth (*Representative: Linda Mettam*)

Proclamation: *National Service Recognition Day (April 4, 2018)* (*Representative: Joe Ryan & Tina Lopez*)

Please note the Agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Report of Approved Treasurer's Monthly Report - Bank Balances, Investments, Revenues and Disbursements

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: March 7, 2018 - March 13, 2018

(B) Approval Of Routine Contracts As Follows:

- ♦ **Board Appointments:** Black Eagle Fire Fee Service Area (1) Applicant: Rory Peck (Fill Remainder of Term/Expires: May 31, 2020)
- ♦ **Resolution 18-26:** Budget Appropriation to transfer \$50,295 from the General Fund to the Capital Building Reserve Fund #4011 to restore the cash balance of Election Fees which were inadvertently used for other projects in Fund #4011.
- ♦ **Resolution 18-27:** Budget Appropriation increasing the General fund budget authority to transfer funding to complete the Courthouse Roof in the amount of \$127,000 and to fund unanticipated projects at Montana ExpoPark in the amount of \$70,000. Increase in the expenditure of \$197,000 is offset by the transfer in of cash reserves not used in the Fox Farm RSID project and previous CTEP projects. (*Ref: Resolutions 18-14 & 18-15*).
- ♦ **Resolution 18-28:** Budget Appropriation to increase the expenditures in the amount of \$178,928 to complete the Courthouse Roof project, and to increase the amount to be transferred in from the General Fund in the amount of \$127,000. The difference in the two amounts reflects the cash reserves available from prior project activity.
- ♦ **Resolution 18-29:** Budget Appropriation to increase the Montana Expo139Park Public Works expenditures budget for \$30,000 to perform an infrastructure survey plus \$40,000 for alternative building structures for the 2018 State Fair. Expenditures are offset by an increase in transfer in authority in the amount of \$70,000 which is coming from the General Fund.
- ♦ **Resolution 18-30:** A resolution to establish the Executive Plaza Capital Building Fund (Fund #4135) for capital improvements to the Executive Plaza Building.
- ♦ **Resolution 18-31:** Budget Appropriation establishing the initial budget for activity in the Executive Plaza Capital Improvement Fund, for FY 2018, in the amount of \$84,000 for architectural work expenditures and offset by \$84,000 in revenue to be transferred in from the General Fund. (*Ref: Resolution 18-30*)
- ♦ **Contract 18-63:** Collective Bargaining Agreement between Cascade County and Cascade County Deputy County Attorneys Association. Effective: July 1, 2017 - June 30, 2020.

City-County Health Department

- ♦ **Resolution 18-24:** Budget Appropriation for the City-County Health Department HIV Early Intervention Services contract to decrease the total amount of reimbursable services by \$7,528. This amount was not expended in the initial contract period which ended 9/30/17 and was not allowed to be carried over to the new contract period, but was included in the increased amount reflected in Resolution 17-108. (*Ref: Contracts 17-02 & 17-170*).
- ♦ **Contract 18-51:** MT DPHHS Task Order 17-07-5-41-167-0 Amendment #2, Healthy Montana Families Program. Effective: January 1, 2017 - June 30, 2018. Funding Increase Amount: \$34,012.76.

CASCADE COUNTY COMMISSION MEETING
March 27, 2018 - 9:30 AM
COURTHOUSE ANNEX - ROOM 111
AGENDA

City-County Health Department

- ♦ **Contract 18-61:** MT DPHHS Task Order 18-07-3-01-002-0, Amendment #1, Montana Chronic Disease Programs.
 Purpose: Decrease maximum total funding from \$304,950 to \$291,450. Total Decrease: \$13,500.
- ♦ **Resolution 18-32:** Budget appropriation reducing expenditures and revenues in the Montana Chronic Disease Program by \$13,500 due to State budget cuts. (Ref: Contracts 17-60 & 18-61).
- ♦ **Contract 18-65:** Amendment #1 to Cooperative Agreement between CCHD and Opportunities Inc. to increase program funding provided by the Healthy Montana Families program. Increased Amount: \$3,642.65. Total Funding: \$71,466.96. (Ref: Contracts 18-07 & 18-51).
- ♦ **Contract 18-66:** Amendment #1 to Cooperative between CCHD and Big Sky Therapeutic Services to increase program funding provided by the Healthy Montana Families program. Increased Amount: \$3,885. Total Funding: \$27,972. (Ref: Contracts 18-08 & 18-51).

Community Health Care Center

- ♦ **Resolution 18-25:** Budget Appropriation for the Community Health Care Center to increase the dental budgets in the amount of \$186,191 reflecting the anticipated revenues to be generated by the new dentist, Dr. McCarthy, DDS for the four-month period March - June 2018. Expenses are also increased by \$186,191 for the same time period. (Ref: Contract 18-52).
- ♦ **Contract 18-62:** Business Associate Agreement between Community Health Care Center and the Great Falls Public Schools. Purpose: To set terms and conditions under which protected health information that is created or received by the Great Falls Public Schools, on behalf of the Community Health Care Center may be used or disclosed.
- ♦ **Contract 18-64:** Employment Agreement by & between Community Health Care Center and David Currie, DDS for dental services. Effective: March 1, 2018 - March 31, 2020. 1st Year Compensation: \$65.00/per hour.

1.	<u>Motion to Approve or Disapprove:</u> Preliminary Plat of Davy's Minor Subdivision Location: In the South ½ of Section 31, Township 21 North, Range 3 East P.M.M., Cascade County, Montana. Initiated by: Todd Davy	Sandor Hopkins Planner
2.	<u>Motion to Approve or Disapprove:</u> <u>Resolution 18-33:</u> Application for Building for Lease or Rent Mini Storage (3 Buildings, each housing 32 Units) Location: Section 3, Township 20 North, Range 3 East, P.M.M. Cascade County, Montana Initiated by: JA Corporation	Sandor Hopkins Planner
3.	<u>Motion to Approve or Disapprove:</u> Board Appointments: Dearborn Fire Fee Service Area (2 Vacancies) Applicants: Dixie Allen, Daniel Ryan, Ronald Turigliatto Sr., Donald Wheeler Term Expirations: May 31, 2018 & May 31, 2019	Commission
4.	Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
5.	Adjournment	



PROCLAMATION

National Service Recognition Day April 3, 2018

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

WHEREAS, the Foster Grandparent Program, Retired and Senior Volunteer Program, Senior Companion Program, AmeriCorps VISTA, and AmeriCorps NCC are a few of the local programs that utilize volunteers through national service; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with county executives nationwide to engage citizens, improve lives, and strengthen communities.

NOW, THEREFORE, we the Board of Cascade County Commissioners, do hereby proclaim the 3rd of April, 2018 as **National Service Recognition Day**

and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

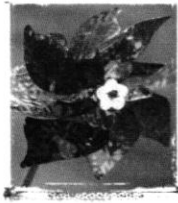
Dated this 27th day of March 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber
Chairman

Joe Briggs
Commissioner

James L. Larson
Commissioner



PROCLAMATION
CHILD ABUSE PREVENTION MONTH
April 2018



WHEREAS, on behalf of the children in Cascade County, we are pleased to join with the Exchange Club of Great Falls, the CARE Center, the YWCA, Victim Witness, the Kiwanis Club of Great Falls, the Child Abuse Prevention Committee, the Dandelion Foundation, the Police Protective Association and Alliance For Youth in recognizing April 1-30, 2018 as CHILD ABUSE PREVENTION MONTH in Cascade County, Montana. The Great Falls College-MSU is sponsoring a week of "No More Violence" from April 2nd-April 6th, spotlighting the issues of child abuse and domestic violence and the damage it does to all of our community.

WHEREAS, child abuse is among our community's most serious societal issues, affecting all families in spite of age, race, gender, religion and economic status.

WHEREAS, our community's children need strong, healthy families that can provide for their physical, emotional and developmental needs. By recognizing and building on existing strengths within families and our community, we can support families by providing resources promoting a safe, loving environment for their children.

WHEREAS, setting this month aside offers advocates of child abuse prevention an opportunity to enlighten the public and policy makers about the effectiveness of community education and involvement.

WHEREAS, the Exchange Club of Great Falls, the CARE Center, the YWCA, Victim Witness, the Kiwanis Club of Great Falls, the Child Abuse Prevention Committee, the Dandelion Foundation, the Police Protective Association and Alliance For Youth as advocates of child abuse prevention, will display "Pinwheels for Prevention" and metal silhouettes of children at the Great Falls College-MSU, Great Falls Central Catholic High School and the Cascade County Courthouse as a reminder that not all children have safe, forever homes in which they can thrive.

WHEREAS, child abuse prevention is an investment in the future we all must share.

NOW, THEREFORE, WE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, do hereby proclaim April 1-30, 2018, as CHILD ABUSE PREVENTION MONTH.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber
Chairman

Joe Briggs
Commissioner

James L. Larson
Commissioner

March 27, 2018

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Board Appointments**
 Black Eagle Fire Fee Service Area

PRESENTED BY: **Commission**

Black Eagle Fire Fee Service Area

<u>Applicant</u>	<u>(1) Vacancy</u>	<i>Term Expiration: May 31, 2020</i> <i>(Fill remainder of term)</i>
Rory Peck	_____	



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date March 16, 2018

NAME Rory F. Peck

TELEPHONE (Home) 761-4408 (Work) 761-1581 (Cell) 899-4408 (E-Mail) _____

CURRENT ADDRESS 1729 Colorado Avenue Black Eagle, MT 59414

Previous Public Experience (Elected or Appointed) _____

Board Member: Black Eagle Water & Sewer, Black Eagle Fire District #1

Previous Volunteering or County Boards Boy Scout Representative for the Black Eagle Community Center

Current Volunteering or County Boards Just recently withdrew from the Black Eagle Fire District #1 so I could apply for Fire Fee Service Area.

Current Employer B&B Heating & Air Conditioning (Co-Owner)

Education High School & Apprenticeship

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Applying for the Black Eagle Fire Fee Service Area.

I have lived in Black Eagle for 58 years and have served on various boards in Black Eagle, MT.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CAPITAL BUILDING RESERVE FUND**

RESOLUTION 18-26

WHEREAS, the Cascade County Commission originally budgeted for capital improvements in the amount of \$434,513 plus a \$1,000,000 transfer to the Courthouse Roof CIP Fund in Fund #4011 Capital Building Reserve Fund; and

WHEREAS, the Clerk and Recorder had been contributing a portion of election fees since 2010 into the Capital Building Reserve Fund #4011 which was not taken into account during the budgeting process as being restricted to the replacement of election equipment; and

WHEREAS, the Cascade County Commission increased the budget authority by \$18,639 in Fund #4011 via Resolution #18-09 to account for the Dimke property purchase, a majority of which was from current fiscal year election fees; and

WHEREAS, research into the history of election fees contributions and expenses in Fund #4011 from 2010 to present has shown there were \$103,817 in revenues less expenses of \$53,522 for a balance of \$50,295 in cash remaining; and

WHEREAS, the cash balance of the Election Fees needs to be restored in the Capital Building Reserve Fund through a transfer from the General Fund in the amount of \$50,295; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER


JAMES L. LARSON, COMMISSIONER

ATTEST:


CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners


3/13/2018

Department Head Signature or
 Elected Official Signature
 Date



Print Name

Embleton, Mary

From: Embleton, Mary
Sent: Wednesday, February 28, 2018 11:32 AM
To: Moore, Rina
Cc: Weber, Jane; Larson, James; Briggs, Joe
Subject: Balance of Election Fees in Fund 4011
Attachments: Fund 4011ElectFee activity 1.1.10 thru 2.28.18.pdf; Fund 4011 900.940 activity 1.1.10 thru 2.28.18.pdf

Hi Rina,

As follow-up on the question of the cash balance of the elections fees in Fund 4011 Capital Building Reserves, I have attached a couple of reports that I ran to research the issue.

The first report shows that from January 1, 2010 to present, there has been \$103,817.54 in Election Fees revenue deposited into this Fund. I believe this closely matches the amount you've stated.

The second report shows activity in the Machinery & Equipment 900.940 accounts from the same time period.

I've come up with 5 purchases totaling \$65,839.26 that appear to be attributed to the Clerk & Recorder's office.

Those amounts are: \$5,995.00 on 9/15/11; \$6,322.26 on 11/7/11; \$50,242.00 on 5/2/13; \$1,800.00 on 5/16/13; and \$1,480.00 on 6/13/13. OK OK

If the 5 purchases are deducted from the revenue, the balance remaining in cash would be \$37,978.28 (\$103,817.54 - \$65,839.26).

Would you please review these and let me know if the amounts are correct?

Once the remaining cash figure is determined, I can proceed with the Budget Amendment to authorize the budget authority to transfer the cash and get this resolved.

If you'd like to discuss this further, or if you have any questions, please let me know.

Sincerely,

Mary K. Embleton

Mary K. Embleton
Budget Officer-Grants Coordinator
Cascade County
Phone: 406-454-6731

3/8/18
Total agreed upon:
For 2010-2018 Feb.
103,817⁰⁰ revenues from Election Fees
- 53,522 expenses for Elections
= 50,295⁰⁰ "Balance"
to be restored in cash
in Fund 4011.



Budget Performance Report

Fiscal Year to Date 03/08/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1000 - General										
EXPENSE										
Department 383 - Central Services										
Function L1083 - Transfer to Cap Imp Funds										
800										
800.820	Transfers to Other Funds	1.00	.00	1.00	.00	.00	.00	1.00	0	58,278.00
	800 - Totals	\$1.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	0%	\$58,278.00
Function L1083 - Transfer to Cap Imp Funds	Totals	\$1.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	0%	\$58,278.00
Department 383 - Central Services	Totals	\$1.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	0%	\$58,278.00
	EXPENSE TOTALS	\$1.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	0%	\$58,278.00
Fund 1000 - General	Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	1.00	.00	1.00	.00	.00	.00	1.00	0%	58,278.00
Fund 1000 - General	Totals	(\$1.00)	\$0.00	(\$1.00)	\$0.00	\$0.00	\$0.00	(\$1.00)		(\$58,278.00)
Fund 4011 - Capital Building Reserve										
REVENUE										
Department 000 - Revenue										
34										
34.1042	Election Fees	.00	11,025.00	11,025.00	5,000.00	.00	16,025.42	(5,000.42)	145	10,000.00
	34 - Totals	\$0.00	\$11,025.00	\$11,025.00	\$5,000.00	\$0.00	\$16,025.42	(\$5,000.42)	145%	\$10,000.00
36										
36.2013	Incentive Money	.00	.00	.00	9,777.00	.00	9,777.00	(9,777.00)	+++	.00
	36 - Totals	\$0.00	\$0.00	\$0.00	\$9,777.00	\$0.00	\$9,777.00	(\$9,777.00)	+++	\$0.00
37										
37.1010	Interest Earnings	.00	7,614.00	7,614.00	.00	.00	7,613.34	.66	100	12,432.10
	37 - Totals	\$0.00	\$7,614.00	\$7,614.00	\$0.00	\$0.00	\$7,613.34	\$0.66	100%	\$12,432.10
38										
38.3080	Transfer from General Fd	1.00	.00	1.00	.00	.00	.00	1.00	0	58,278.00
	38 - Totals	\$1.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	0%	\$58,278.00
Department 000 - Revenue	Totals	\$1.00	\$18,639.00	\$18,640.00	\$14,777.00	\$0.00	\$33,415.76	(\$14,775.76)	179%	\$80,710.10
	REVENUE TOTALS	\$1.00	\$18,639.00	\$18,640.00	\$14,777.00	\$0.00	\$33,415.76	(\$14,775.76)	179%	\$80,710.10
Fund 4011 - Capital Building Reserve	Totals									
	REVENUE TOTALS	1.00	18,639.00	18,640.00	14,777.00	.00	33,415.76	(14,775.76)	179%	80,710.10
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 4011 - Capital Building Reserve	Totals	\$1.00	\$18,639.00	\$18,640.00	\$14,777.00	\$0.00	\$33,415.76	(\$14,775.76)		\$80,710.10
Grand Totals										
	REVENUE TOTALS	1.00	18,639.00	18,640.00	14,777.00	.00	33,415.76	(14,775.76)	179%	80,710.10
	EXPENSE TOTALS	1.00	.00	1.00	.00	.00	.00	1.00	0%	58,278.00



Budget Performance Report

Fiscal Year to Date 03/08/18

Include Rollup Account and Rollup to Object

Grand Totals	\$0.00	\$18,639.00	\$18,639.00	\$14,777.00	\$0.00	\$33,415.76	(\$14,776.76)	\$22,432.10
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BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
GENERAL FUND**

RESOLUTION 18-27

WHEREAS, the Cascade County Commission transferred cash reserves left over from the Fox Farm RSID project and CTEP projects via resolutions #18-14 and #18-15 totaling \$245,831 back to the General Fund reserves; and

WHEREAS, the cash reserves are available to fund other capital projects in FY2018, and will be used to fund \$127,000 needed to complete the Courthouse Roof project and \$70,000 needed to fund the two projects at Montana Expo Park for the infrastructure study and the alternative building structures for the 2018 State Fair;

WHEREAS, an increase in budget authority to transfer \$197,000 out of the General Fund is required; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke



Budget Performance Report

Fiscal Year to Date 03/12/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1000 - General										
EXPENSE										
Department 383 - Central Services										
Function L1000 - Interfund Transfers Out										
800										
800.820	Transfers to Other Funds	536,801.00	.00	536,801.00	.00	.00	536,801.00	.00	100	1,760,266.00
	800 - Totals	\$536,801.00	\$0.00	\$536,801.00	\$0.00	\$0.00	\$536,801.00	\$0.00	100%	\$1,760,266.00
	Function L1000 - Interfund Transfers Out Totals	\$536,801.00	\$0.00	\$536,801.00	\$0.00	\$0.00	\$536,801.00	\$0.00	100%	\$1,760,266.00
	Function L1023 - Transfer to 5750									
800										
800.820	Transfers to Other Funds	461,469.00	.00	461,469.00	.00	.00	261,469.00	200,000.00	57	53,000.00
	800 - Totals	\$461,469.00	\$0.00	\$461,469.00	\$0.00	\$0.00	\$261,469.00	\$200,000.00	57%	\$53,000.00
	Function L1023 - Transfer to 5750 Totals	\$461,469.00	\$0.00	\$461,469.00	\$0.00	\$0.00	\$261,469.00	\$200,000.00	57%	\$53,000.00
	Department 383 - Central Services Totals	\$998,270.00	\$0.00	\$998,270.00	\$0.00	\$0.00	\$798,270.00	\$200,000.00	80%	\$1,813,266.00
	EXPENSE TOTALS	\$998,270.00	\$0.00	\$998,270.00	\$0.00	\$0.00	\$798,270.00	\$200,000.00	80%	\$1,813,266.00
Fund 1000 - General Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	998,270.00	.00	998,270.00	.00	.00	798,270.00	200,000.00	80%	1,813,266.00
Fund 1000 - General Totals		(\$998,270.00)	\$0.00	(\$998,270.00)	\$0.00	\$0.00	(\$798,270.00)	(\$200,000.00)		(\$1,813,266.00)
Grand Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	998,270.00	.00	998,270.00	.00	.00	798,270.00	200,000.00	80%	1,813,266.00
Grand Totals		(\$998,270.00)	\$0.00	(\$998,270.00)	\$0.00	\$0.00	(\$798,270.00)	(\$200,000.00)		(\$1,813,266.00)

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CTEP CAPITAL PROJECT FUND (COURTHOUSE ROOF)**

RESOLUTION 18-28

WHEREAS, the Cascade County Commission began the process of planning for the replacement and repair of the Courthouse Roof in 2014 by using the remaining CTEP funding available from the State of Montana as well as setting aside available General Fund resources; and

WHEREAS, the project is nearing completion which requires the final budget adjustments in order to finish the project; and

WHEREAS, additional expense budget authority in the amount of \$178,928 is required to complete the construction portion of the project, and an additional \$127,000 of General Fund cash is required to pay for the expenses with the difference being in existing cash reserves; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER


JAMES L. LARSON, COMMISSIONER

ATTEST:


CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners


3/13/2018

Department Head Signature or
 Elected Official Signature
 Date



Print Name



Budget Performance Report

Fiscal Year to Date 03/12/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4130 - CTEP Capital Project										
REVENUE										
Department 000 - Revenue										
37										
37.1010	Interest Earnings	.00	.00	.00	.00	.00	1,475.36	(1,475.36)	+++	871.35
37 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,475.36	(\$1,475.36)	+++	\$871.35
Department 000 - Revenue Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,475.36	(\$1,475.36)	+++	\$871.35
Department 271 - CTEP - Courthouse Roof										
33										
33.1000	Federal Grants	108,396.00	.00	108,396.00	.00	.00	108,396.87	(.87)	100	323,903.70
33 - Totals		\$108,396.00	\$0.00	\$108,396.00	\$0.00	\$0.00	\$108,396.87	(\$0.87)	100%	\$323,903.70
38										
38.1070	Proceed fr Loans/InterCap	.00	.00	.00	.00	.00	.00	.00	+++	2,000,000.00
38.3000	Interfund Oper. Transfer	1,000,000.00	.00	1,000,000.00	.00	.00	1,000,000.00	.00	100	24,662.55
38.3080	Transfer from General Fd	16,801.00	.00	16,801.00	.00	.00	16,801.00	.00	100	395,497.00
38 - Totals		\$1,016,801.00	\$0.00	\$1,016,801.00	\$0.00	\$0.00	\$1,016,801.00	\$0.00	100%	\$2,420,159.55
Department 271 - CTEP - Courthouse Roof Totals		\$1,125,197.00	\$0.00	\$1,125,197.00	\$0.00	\$0.00	\$1,125,197.87	(\$0.87)	100%	\$2,744,063.25
REVENUE TOTALS		\$1,125,197.00	\$0.00	\$1,125,197.00	\$0.00	\$0.00	\$1,126,673.23	(\$1,476.23)	100%	\$2,744,934.60
EXPENSE										
Department 271 - CTEP - Courthouse Roof										
Function A1240 - Facilities Improvement										
300										
300.350	Professional Services	127,445.00	.00	127,445.00	8,919.40	.00	80,123.90	47,321.10	63	75,916.28
300 - Totals		\$127,445.00	\$0.00	\$127,445.00	\$8,919.40	\$0.00	\$80,123.90	\$47,321.10	63%	\$75,916.28
900										
900.920	Buildings	1,447,685.00	.00	1,447,685.00	63,412.50	.00	1,153,521.69	294,163.31	80	2,168,057.21
900 - Totals		\$1,447,685.00	\$0.00	\$1,447,685.00	\$63,412.50	\$0.00	\$1,153,521.69	\$294,163.31	80%	\$2,168,057.21
Function A1240 - Facilities Improvement Totals		\$1,575,130.00	\$0.00	\$1,575,130.00	\$72,331.90	\$0.00	\$1,233,645.59	\$341,484.41	78%	\$2,243,973.49
Department 271 - CTEP - Courthouse Roof Totals		\$1,575,130.00	\$0.00	\$1,575,130.00	\$72,331.90	\$0.00	\$1,233,645.59	\$341,484.41	78%	\$2,243,973.49
EXPENSE TOTALS		\$1,575,130.00	\$0.00	\$1,575,130.00	\$72,331.90	\$0.00	\$1,233,645.59	\$341,484.41	78%	\$2,243,973.49
Fund 4130 - CTEP Capital Project Totals										
REVENUE TOTALS		1,125,197.00	.00	1,125,197.00	.00	.00	1,126,673.23	(1,476.23)	100%	2,744,934.60
EXPENSE TOTALS		1,575,130.00	.00	1,575,130.00	72,331.90	.00	1,233,645.59	341,484.41	78%	2,243,973.49
Fund 4130 - CTEP Capital Project Totals		(\$449,933.00)	\$0.00	(\$449,933.00)	(\$72,331.90)	\$0.00	(\$106,972.36)	(\$342,960.64)		\$500,961.11
Grand Totals										
REVENUE TOTALS		1,125,197.00	.00	1,125,197.00	.00	.00	1,126,673.23	(1,476.23)	100%	2,744,934.60
EXPENSE TOTALS		1,575,130.00	.00	1,575,130.00	72,331.90	.00	1,233,645.59	341,484.41	78%	2,243,973.49
Grand Totals		(\$449,933.00)	\$0.00	(\$449,933.00)	(\$72,331.90)	\$0.00	(\$106,972.36)	(\$342,960.64)		\$500,961.11

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
MONTANA EXPO PARK PROJECTS**

RESOLUTION 18-29

WHEREAS, the Cascade County Commission recognizes the need for infrastructure improvements at Montana Expo Park facilities; and

WHEREAS, there are two projects needing immediate attention: alternative building structures to be put in place prior to the 2018 State Fair at a cost of \$40,000, and a study of underground infrastructure at a cost of \$30,000;

WHEREAS, a transfer from the General Fund will be necessary to offset the \$70,000 costs of the two projects;

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION (AMENDMENT)

Date: 3/12/2018

To: Cascade County Board of Commissioners

Attachment A

Program Name: Expo Park Projects

CFDA #

Contract #

Responsible Department: **Commission**

Prepared by: Mary K. Embleton

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	5750	-	465	-	F0220	-	300.350	31,810	30,000	61,810
Acct #	5750	-	465	-	F0220	-	900.920	170,019	40,000	210,019
Acct #		-		-		-		0	0	0
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Explanation of budget changes:

Authorize budget authority to fund unanticipated projects at Montana Expo Park: \$30,000 for County's portion of the TBID Infrastructure Study, and \$40,000 for Grandstand betting windows alternative building structures. Funding is being transferred from the General Fund.

Changes authorized by:

Jane Weber 3/13/2018
 Department Head Signature or
 Elected Official Signature Date

Mary K. Embleton 3/13/18
 Budget Officer Date

Jane Weber
 Print Name



Budget Performance Report

Fiscal Year to Date 03/12/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 5750 - Montana ExpoPark										
REVENUE										
Department 465 - ExpoPark/Public Works Dept.										
38										
38.3000	Interfund Oper. Transfer	384.00	.00	384.00	.00	.00	.00	384.00	0	.00
38 - Totals		\$384.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$384.00	0%	\$0.00
Department 465 - ExpoPark/Public Works Dept. Totals		\$384.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$384.00	0%	\$0.00
REVENUE TOTALS		\$384.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$384.00	0%	\$0.00
EXPENSE										
Department 465 - ExpoPark/Public Works Dept.										
Function F0220 - Public Works Maint.										
100										
100.110	Salaries & Wages	65,978.00	(11,128.00)	54,850.00	.00	.00	35,863.20	18,986.80	65	54,438.22
100.140	Employer Contributions	25,190.00	(2,156.00)	23,034.00	.00	.00	14,993.09	8,040.91	65	21,716.31
100 - Totals		\$91,168.00	(\$13,284.00)	\$77,884.00	\$0.00	\$0.00	\$50,856.29	\$27,027.71	65%	\$76,154.53
200										
200.220	Operating Supplies	64,851.00	(5,128.00)	59,723.00	.00	54,973.00	4,750.00	.00	100	28,988.83
200.230	Repair & Maint. Supplies	95,000.00	.00	95,000.00	4,003.65	5,439.50	65,771.85	23,788.65	75	65,824.02
200.238	Gas & Oil	8,000.00	.00	8,000.00	38.59	451.97	4,225.23	3,322.80	58	6,921.65
200 - Totals		\$167,851.00	(\$5,128.00)	\$162,723.00	\$4,042.24	\$60,864.47	\$74,747.08	\$27,111.45	83%	\$101,734.50
300										
300.350	Professional Services	31,810.00	.00	31,810.00	.00	280.00	20,644.31	10,885.69	66	22,064.89
300.360	Repair & Maint. Services	113,460.00	(45,000.00)	68,460.00	885.00	2,400.00	27,468.30	38,591.70	44	30,617.15
300.374	Mileage County Vehicles	5,000.00	.00	5,000.00	.00	.00	1,911.15	3,088.85	38	4,398.72
300 - Totals		\$150,270.00	(\$45,000.00)	\$105,270.00	\$885.00	\$2,680.00	\$50,023.76	\$52,566.24	50%	\$57,080.76
500										
500.530	Rental	5,000.00	.00	5,000.00	.00	.00	2,089.92	2,910.08	42	199.98
500 - Totals		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$2,089.92	\$2,910.08	42%	\$199.98
900										
900.920	Buildings	170,019.00	60,129.00	230,148.00	.00	9,246.17	18,000.00	202,901.83	12	.00
900.930	Improvements other than Bldgs	10,001.00	(10,001.00)	.00	.00	.00	.00	.00	+++	.00
900.940	Machinery & Equipment	93,400.00	.00	93,400.00	.00	1,261.00	125,494.60	(33,355.60)	136	.00
900 - Totals		\$273,420.00	\$50,128.00	\$323,548.00	\$0.00	\$10,507.17	\$143,494.60	\$169,546.23	48%	\$0.00
Function F0220 - Public Works Maint. Totals		\$687,709.00	(\$13,284.00)	\$674,425.00	\$4,927.24	\$74,051.64	\$321,211.65	\$279,161.71	59%	\$235,169.77
Department 465 - ExpoPark/Public Works Dept. Totals		\$687,709.00	(\$13,284.00)	\$674,425.00	\$4,927.24	\$74,051.64	\$321,211.65	\$279,161.71	59%	\$235,169.77
EXPENSE TOTALS		\$687,709.00	(\$13,284.00)	\$674,425.00	\$4,927.24	\$74,051.64	\$321,211.65	\$279,161.71	59%	\$235,169.77
Fund 5750 - Montana ExpoPark Totals										
REVENUE TOTALS		384.00	.00	384.00	.00	.00	.00	384.00	0%	.00
EXPENSE TOTALS		687,709.00	(13,284.00)	674,425.00	4,927.24	74,051.64	321,211.65	279,161.71	59%	235,169.77
Fund 5750 - Montana ExpoPark Totals		(\$687,325.00)	\$13,284.00	(\$674,041.00)	(\$4,927.24)	(\$74,051.64)	(\$321,211.65)	(\$278,777.71)		(\$235,169.77)



Budget Performance Report

Fiscal Year to Date 03/12/18

Include Rollup Account and Rollup to Object

Grand Totals									
REVENUE TOTALS	384.00	.00	384.00	.00	.00	.00	384.00	0%	.00
EXPENSE TOTALS	687,709.00	(13,284.00)	674,425.00	4,927.24	74,051.64	321,211.65	279,161.71	59%	235,169.77
Grand Totals	(\$687,325.00)	\$13,284.00	(\$674,041.00)	(\$4,927.24)	(\$74,051.64)	(\$321,211.65)	(\$278,777.71)		(\$235,169.77)

Resolution #18-30

ITEM:	Establishing a Capital Improvement Program Fund for Executive Plaza building improvements
INITIATED AND PRESENTED BY:	Mary K. Embleton, Budget Officer
<u>ACTION REQUESTED:</u>	Approval of Resolution #18-30

The purpose of this resolution is to establish Fund #4135 Executive Plaza Capital Building Fund as required by MCA 7-6-616. Cascade County has been gradually purchasing the condominium units at the Executive Plaza over the past several years with the intent of expanding the downtown campus of county services to meet the needs of the taxpayer for those services. The building will require extensive remodeling and upgrades which are considered capital improvements which will be accounted for separately in Fund #4135.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

Madam Chair, I move that the Commission approve Resolution #18-30 establishing the Executive Plaza Capital Building Fund #4135 for the purpose of separately accounting for future capital improvements to the building.

Madam Chair, I move that the Commission disapprove Resolution #18-30 establishing the Executive Plaza Capital Building Fund #4135 for the purpose of separately accounting for future capital improvements to the building.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**A RESOLUTION TO ESTABLISH THE EXECUTIVE
PLAZA CAPITAL BUILDING FUND (FUND #4135)
FOR CAPITAL IMPROVEMENTS TO THE EXECUTIVE
PLAZA BUILDING**

RESOLUTION 18-30

WHEREAS, Montana Code Annotated § 7-6-616 (1) authorizes county governing bodies to establish a capital improvement fund for the replacement, improvement, and acquisition of property, facilities, or equipment that costs in excess of \$5,000 and that has a life expectancy of 5 years or more; and

WHEREAS, Montana Code Annotated § 7-6-616 (2) provides that a capital improvement plan for the fund must be formally adopted by the governing body for the county; and

WHEREAS, Montana Code Annotated § 7-6-616 (3) provides that the capital improvement fund may receive money from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year; and

WHEREAS, Montana Code Annotated § 7-6-616 (4) provides that money in the capital improvement fund must be invested as provided by law, and interest and income from the investment of the capital improvement fund must be credited to the fund; and

WHEREAS, Cascade County currently owns a majority of the condominium units within the Executive Plaza Building located at 121 Fourth Street North, Great Falls, Montana; and

WHEREAS, the Board of Cascade County Commissioners plans and intends to utilize the Executive Plaza Building for additional county offices and county operational purposes; and

WHEREAS, in order to optimize the functionality of the Executive Plaza Building for office space and other Cascade County operational purposes, the Executive Plaza Building requires extensive remodeling and upgrades ("Capital Improvements"); and

WHEREAS, the costs of the anticipated Capital Improvements will exceed \$5,000 and have a life expectancy of 5 years or more; and

WHEREAS, the Board of Cascade County Commissioners is in the process of researching and formulating a Capital Improvement Plan (Plan) which will more fully articulate the specifics of the Capital Improvements to the Executive Plaza Building and be formally adopted by the Board of County Commissioners pursuant to Montana Code Annotated § 7-6-616 (2); and

WHEREAS, pursuant to Montana Code Annotated § 7-6-616 (3), the Board of County Commissioners desires to establish a capital improvement fund for the Capital Improvements which will be set aside and accounted for in a separate Executive Plaza Capital Building Fund (Fund #4135); and

WHEREAS, Fund #4135 may be funded from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year and that such funds shall be invested as provided by law, and interest and income from the investment of the capital improvement fund shall be credited to Fund #4135.

NOW THEREFORE, BE IT RESOLVED Cascade County establishes the Executive Plaza Capital Building Fund - Fund #4135; and

BE IT FURTHER RESOLVED that the Executive Plaza Capital Building Fund - Fund #4135, shall be funded from any source, including funds that have been allocated in any year but have not been expended or encumbered by the end of the fiscal year and that such all such funds shall be invested as provided by law, and interest and income from the investment of the capital improvement fund shall be credited to Fund #4135; and

BE IT FURTHER RESOLVED that the Executive Plaza Capital Building Fund - Fund #4135 shall fund the Capital Improvements which shall be fully articulated in the Capital Improvement Plan for the Executive Plaza Building which shall be formally adopted by the Board of County Commissioners pursuant to Montana Code Annotated § 7-6-616 (2).

Passed and adopted this 27th day of March, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

On this _____ day of _____, 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ESTABLISHING EXECUTIVE PLAZA CAPITAL IMPROVEMENT FUND BUDGET**

RESOLUTION 18-31

WHEREAS, the Cascade County Commission established a Capital Improvement Fund via Resolution #18-30 for the purpose of funding improvements to the Executive Plaza Building to meet the needs for space for county government administration and operations; and

WHEREAS, the budget authority for FY2018 has been determined to be \$84,000 to begin preliminary architectural work as the initial expenditures for the project; and

WHEREAS, the revenue budget authority of \$84,000 is in the form of a transfer in from the General Fund; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER


JAMES L. LARSON, COMMISSIONER

ATTEST:


CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners


3/13/2018

Department Head Signature or
 Elected Official Signature
 Date



Print Name

Budget Officer Mary K. Emberton Date 3/13/18

March 27, 2018

Contract 18-63

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Collective Bargaining Agreement between
Cascade County and the Cascade County Deputy
Attorneys Association**

INITIATED & PRESENTED BY: **Jeff Mora, Human Resources Director**

ACTION REQUESTED: **Approval of Contract 18-63**

BACKGROUND:

Collective Bargaining Agreement between Cascade County and the Cascade County Deputy Attorneys Association representing the Cascade County Deputy Attorneys.
Effective: July 1, 2017 - June 30, 2020

RECOMMENDATION: Approval of Contract 18-63

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-63: Collective Bargaining Agreement between Cascade County and the Cascade County Deputy Attorneys Association. Effective: July 1, 2017 - June 30, 2020.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-63: Collective Bargaining Agreement between Cascade County and the Cascade County Deputy Attorneys Association. Effective: July 1, 2017 - June 30, 2020.

**DEPUTY CASCADE COUNTY ATTORNEY
AGREEMENT BETWEEN CASCADE COUNTY, MONTANA AND
CASCADE COUNTY DEPUTY COUNTY ATTORNEYS ASSOCIATION
REPRESENTING THE CASCADE COUNTY DEPUTY COUNTY ATTORNEYS**

THIS AGREEMENT entered into this _____ day of _____, 2018 at Great Falls, Montana, by and between CASCADE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the "Employer", and CASCADE COUNTY DEPUTY COUNTY ATTORNEYS ASSOCIATION, of Great Falls, Montana, herein referred to as the "Association".

ARTICLE 1 - DEFINITIONS

Association: The term "Association" means the Cascade County Deputy County Attorney's Association in Great Falls, Montana or its designated representatives.

Bargaining Unit: The term "bargaining unit" shall be defined as follows:

- (a) Inclusions: All full-time and part time Cascade County Deputy County attorneys, handling civil or criminal matters.
- (b) Exclusions: The Cascade County Attorney; the Cascade County Chief Criminal Deputy Attorney; the Cascade County Chief Civil Deputy Attorney; all other employees not within the inclusion above employed at the Cascade County Attorney's Office including, but not limited to, short-term employees, temporary employees, seasonal employees, confidential employees within the meaning of Montana Code Annotated §39-31-103(3); management officials within the meaning of Montana Code Annotated §39-31-103(7); supervisory employees within the meaning of Montana Code Annotated §39-31-103(11); and secretarial, clerical and administrative employees belonging to another labor organization or bargaining unit.

Base Salary: The term Base Salary shall refer to the beginning wage of an attorney with no experience and/or steps on the longevity scale.

County: The term "County" means the County of Cascade, Montana, its Board of County Commissioners or designated representative of the Board.

Days: When referring to time limitations in the contract, unless specifically stated otherwise, the word "days" means working days.

Employee: The term "employee" means an employee of Cascade County working in a Bargaining Unit position.

Fiscal Year: The term "fiscal year" means from July 1st through June 30th of any given year.

Full-time: The term "full-time" refers to an employee who has regularly scheduled work assignments and whose regular schedule consists of at least forty hours per week during the pay period.

On-Call: The term "on-call" refers to an employee designated to be responsible for answering the County Attorney's Office on-call phone, search warrant preparation and inquiries by state and local law enforcement.

Part-time Employee: The term "part-time" refers to an employee who works between twenty and thirty-nine hours per week.

Probationary Employee: A full-time or part-time employee who is in the first six months of employment.

Temporary Employee: The term "temporary employee" means a full or part-time employee hired to meet a work need that is anticipated to last less than nine months.

Workday: The term "workday" is every Monday, Tuesday, Wednesday, Thursday and Friday in a workweek that is not considered a County authorized holiday.

ARTICLE 2 - RECOGNITION

The County recognizes the Cascade County Deputy County Attorneys Association, an affiliate of the MEA-MFT, as the exclusive agent for collective bargaining purposes for the bargaining unit defined above.

ARTICLE 3 –ASSOCIATION RIGHTS

Right to Organize: The County hereby agrees that all employees shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for other mutual aid and protection in accordance with Title 39, Chapter 31, MCA. The County further agrees that it will not discriminate against any employees for exercising any right granted by the Public Employees Bargaining Act or this Agreement.

Membership Dues: The Association will certify to the County the current rate of membership dues and the names of individuals who are members of the Association.

Association Privileges and Limitations: The authorized business representative, with credentials of the Association, shall be permitted to visit employees at all reasonable times, subject to permission of the supervisor as to reasonable time. This permission will not be unreasonably withheld. The internal business of the Association shall be conducted by the employees during their non-duty hours.

Notification: It is the intention of the parties that both the Association and Employer be kept informed on matters having a substantial effect upon employment relations of the employees. The parties agree to furnish to one another upon written request, such information as is not confidential and is available.

Steward: The Association may designate a job steward to handle Association business and shall furnish the name to the County Attorney and the Human Resources Department within five days after election.

Fair Share: The employees covered by this Agreement who are not members of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association in an amount equal to dues paid by Association members of the bargaining unit, as a condition of employment. Any dispute concerning the assessment of the fair share fees shall be subject to the proceedings provided in Montana Code Annotated § 39-31-204 and, therefore, such dispute shall not be subject to the grievance procedure under this Agreement. The Association shall provide written notice of the amount of the fair share fee assessment to the County, and to each employee to be assessed the fair share fee.

- (a) An employee who voluntarily makes application and is accepted by the Association must maintain membership in good standing as a condition of employment.
- (b) All new hires shall come under the provisions of this Article thirty calendar days after their date of hire, as a condition of employment. Employees who fail to comply shall be discharged by the Employer within thirty calendar days after receipt of written notice from the Association, unless the employee complies within the thirty-day period. This is subject to the provisions of Montana Code Annotated § 39-31-204.
- (c) It shall be the responsibility of the Association to provide the Human Resources Department, Payroll Office with all prescribed payroll withholding documentation with applicable authorizations signed by the employee.

ARTICLE 4 - COUNTY RIGHTS

Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized as per the provisions of Montana Code Annotated § 39-31-303. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in the Agreement are reserved to the County.

Effective Laws, Rules and Regulations: The parties recognize the right of the County, and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such rules, regulations, directives and orders are not inconsistent with terms of this Agreement, and all terms of the Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect and will not affect the remainder of this agreement.

ARTICLE 5 - COMPENSATION

Section 1. Wages:

The wages agreed upon for the duration of this Agreement are reflected on the Salary Schedule, which is attached hereto as Exhibit "A-1" and incorporated by reference herein. The manner in which the employees are placed on the Schedule is more fully set forth in the Implementation Agreement, which is attached hereto as Exhibit "B" and incorporated by reference herein.

Section 2. Professional Development Hours:

Employees shall be compensated for time spent while attending work related educational or other related type meetings, which includes travelling to and from such events. The County will finance each employee's fifteen continuing legal education hours per reporting year, subject to final approval of the County Attorney as to timing, subject matter and location of the Continuing Legal Education course.

Section 3. Compensatory Time:

Compensatory time shall be accrued by an employee in accordance with Cascade County Operations Manual Policy 60-5. Association members are exempt employees and will earn compensatory time at straight time up to the maximum authorized by County policy, which allows for up to 120 hours of accumulated compensatory time.

Section 4:

With the approval of the Employer, employees shall be allowed to work an alternative work schedule. (For example: four nine-hour days and one four-hour day per week).

Section 5. On-call Attorney Time and Compensation:

Each Criminal Deputy shall be designated the on-call attorney for the County Attorney's Office on a rotational basis as set forth in the County Attorney's On-Call Schedule. On-call responsibilities shall begin at 8:00 a.m. on each day scheduled and continue until 8:00 a.m. the following day. The County Attorney's Office shall rotate each employee to be on-call no more than seven days per month without the employee's consent.

Compensation for on-call duty shall be \$55.00 per day Monday through Thursday for every workday an employee is on-call and \$65.00 per day on Friday, Saturday, Sunday and any designated County Holiday. Compensation is payable in accordance with the County's regular payroll cycle. It is the responsibility of each employee to inform the office time clock clerk of the days worked on call to be entered into the Kronos system. This compensation is the exclusive compensation to be paid for on-call duty and an employee shall not earn any other type of pay or compensatory time while on-call regardless of amount of time actually worked. Employees may exchange days of on-call status with the approval of both employees and the County Attorney or his designee.

The designated on-call employee shall retain possession of the County Attorney's Office on-call phone and ensure the phone is available at all times. The designated on-call employee shall

remain within a reasonable distance of the Cascade County Attorney's Office to ensure availability for calls.

Section 6. Membership Fees/Dues:

The County shall cover the cost of annual dues and/or fees for each employee's membership in the Montana Bar Association, the Cascade County Bar Association and any fees or costs associated with an employee's attendance at a CLE approved by the Cascade County Attorney.

Section 7. Travel Advances/Reimbursement:

All travel advances and reimbursement shall be in accordance with Cascade County Operations Manual paragraph 50-1.

Section 8. Parking:

The County will provide parking to covered employees at the Executive Plaza, or a similar downtown campus location, at no cost to the Association members.

ARTICLE 6 -VACATION, LEAVE OF ABSENCE, SICK LEAVE AND HOLIDAYS

Section 1. Vacation Leave:

Vacation leave shall be administered in accordance with Cascade County Operations Manual Policy 60-6 Holiday, vacation leave, sick leave, and compensatory time used will not be counted as regular hours worked for the accrual of compensatory time or overtime.

Military Leave Considered:

Military leave shall be administered in accordance with Cascade County Operations Manual Policy 60-13.

Section 2. Sick Leave:

Sick leave shall be administered in accordance with Cascade County Operations Manual Policy 60-7.

Section 3. Leave of Absence Without Pay:

Leave without pay shall be administered in accordance with Cascade County Operations Manual Policy 60-9 and 60-15.

Section 4. Holidays:

Holidays shall be observed and holiday pay shall be administered in accordance with Cascade County Operation Manual Policy 50-5.

ARTICLE 7 - HEALTH AND MAJOR MEDICAL INSURANCE

This agreement shall incorporate the health and major medical insurance policy of the Cascade County Personnel Policy Manual.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

For the purposes of this grievance procedure, a grievance shall mean any alleged violation, misinterpretation or misapplication of any provisions of this agreement. The term "days" herein shall mean working days. The grievance procedure shall apply to non-probationary employees only.

For the purposes of the formal grievance procedure, the Association will represent the employee(s) throughout the grievance steps. Correspondence will be directed to the Association with copies to the employee.

The Association shall not be required to press employee grievances if, in the Association's opinion, such lack merit. With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Association shall be the exclusive representative of the employee(s) covered.

Section 2.

For the purposes of this grievance procedure, the employee and/or the steward shall first attempt to informally settle the problem with the employee's immediate supervisor.

Failure of the grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The County's failure to issue a response within the time limits shall permit the Association to proceed to the next step. The time limits may be extended by written mutual agreement between the parties.

To the extent allowed by law, all hearings on grievance appeals shall be closed to the public.

The parties hereby agree that informal discussion is encouraged; however, if through informal discussion an employee's grievance is not resolved, the employee may seek relief by following the steps below in sequence shown.

Step 1: If an employee feels aggrieved and wishes to file a formal grievance, the Association shall state his grievance in writing within fifteen days of the origin of the problem and/or when the employee should have been reasonably aware of the problem, whichever is later; and shall submit the statement to the County Attorney. This statement shall contain the following:

- 1) The employee's name;
- 2) Position title;
- 3) Department;
- 4) A statement of the nature of the grievance;
- 5) A proposed solution to the grievance;

- 6) The employee's signature; and
- 7) The date the statement was signed by the employee.

The County Attorney shall have ten days to respond to the grievant in writing.

Step 2: If the Association is not satisfied with the disposition of the grievance at Step 1, the grievance may, within five days be submitted to the Board of County Commissioners or their designee. The Board of County Commissioners or their designee shall respond in writing to the grievant within ten days.

Step 3: If the grievance is not resolved in Step 2, the grievance may be presented in writing to the Board of County Commissioners or their designee within ten days with a request to convene a Grievance Panel consisting of four members, two selected by the Association (one of whom is not a party to the grievance or been involved in processing the grievance) and two selected by the County with the same conditions applying as for the Association's selected panelists. The Panel will convene within thirty days of receipt of request for the Grievance Panel to consider the grievance. Should the panel reach a majority decision on the issue, the panel will issue a decision and that decision shall be binding to the extent allowable by law on all parties involved in the grievance.

Step 4. If the grievance is not resolved at Step 3, the Association shall, within fifteen working days of receipt of such decision, notify the Human Resource Director of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled based on the decision most recently received. Failure on the part of the Employer's representative to answer within the time limits shall entitle the employee to the next step.
3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.
4. When the grievance is presented in writing there shall be set forth all of the following:
 - A. A complete statement of the grievance and facts upon which it is based.
 - B. The rights of the individual claimed to have been violated and remedy or correction requested.

RULES OF ARBITRATION

1. Within ten working days of receipt of the Association's notice of its intent to arbitrate a grievance, the parties shall call upon the Board of Personnel Appeals for a list of five potential arbitrators.
2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within twenty working days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.
4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.
5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

Section 1. Records and Warnings:

All disciplinary actions shall be reduced to writing, addressed to the employee with a copy to the Association. No disciplinary action shall be deemed proper under the terms of the Labor Agreement, unless notice is given within twenty working days of the incident and/or first knowledge, whichever is later.

No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee and, upon request, to the Association. For the purposes of this section, letters of counseling or warning, verbal and written reprimands shall not be deemed serious discipline; and suspensions and dismissal are deemed serious discipline.

An employee may request to have non-serious disciplinary records purged from his personnel file after twelve months, if no other disciplinary action has occurred within that period and such request shall be granted absent a showing of good cause.

Disciplinary letters of suspension shall remain in the employee's personnel file for a minimum period of two years. If the employee has received no further disciplinary actions within the two year period, the employee may request removal of the serious disciplinary document and such request shall be granted absent a showing of good cause.

Disciplinary letters of dismissal or discharge shall be considered permanent contents of the personnel file of an employee.

Prior to any formal discipline, censure, disciplinary proceeding, including assignment to leave with pay, the Employer shall inform the Employee of the reasons for the action, in writing. If the Employer intends to discuss the issue with the Employee or ask the Employee to respond to the issue, the Employee has the right to have an Association delegate from outside the work place present.

Section 2. Serious Misconduct:

A) Each of the following actions is considered serious misconduct, is strictly forbidden, and may constitute good cause for discharge by the Employer:

- 1) Solicitation or acceptance of bribery by an Employee;
- 2) Any harassment, intimidation or abusive use of profanity addressed to any victim, juror, witness, or member of the judiciary associated with any case which is under the jurisdiction of the Cascade County Attorney;
- 3) Falsification, fraudulent misrepresentation, or tampering with case evidence or County time and attendance records;
- 4) Violation of ethics standards set by the Montana Bar Association as determined by the Montana Supreme Court;
- 5) Falsification of material information on the employment application;
- 6) Willful or wanton malicious damage or destruction of Employer's property;
- 7) Any type of unprovoked physical assault during the course of employment, unless the action is taken as a means of self-defense from the physical attack of another individual;
- 8) Gross insubordination (refusal to carry out legally valid directives from a supervisor).
- 9) Any harassment intimidation, or abusive use of profanity addressed to any County employee.
- 10) All other conduct set forth in the County Operations Manual paragraph 30.8.D.

B) Each of the following actions is also considered serious misconduct, is strictly forbidden, and shall constitute good cause for summary discharge (meaning Section 3 below is inapplicable with respect to the following actions) by the Employer:

- 1) Conviction of a felony; or
- 2) Disbarment;

Section 3. Right to Pre-termination Hearing:

After completion of an investigation of allegations of an employee's serious misconduct (except for the actions enumerated in Section 2(8) above), the County Attorney will review the investigation and findings and within five working days shall make a decision and have an informal hearing with the accused employee advising the employee that:

- 1) The allegations are not sustained by the investigation and the matter is closed; or

- 2) The allegations are sustained by the investigation. The County Attorney will then:
 - a) Provide the employee notice of all charges and the right to Association representation, and present evidence to support the charges;
 - b) Activate the County Attorney Hearing Board (made up of the Civil Division Supervisor or the County Attorney, the Human Resource Director and an Association member selected by the employee);
 - c) Allow the employee an opportunity to respond to the charges before the Hearing Board; and
 - d) Impose disciplinary action consistent with the majority opinion of the Hearing Board.

Section 4. No Strike/No Lockout:

It is mutually agreed that there shall be no strikes, lockouts or cessations of work by either party on account of labor difficulties during the life of this Agreement. Both parties pledge to overcome any such situation. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an employee refuses to go through or work behind any picket line, including a picket line at the Employer's place of business.

Section 5. Severability:

If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and binding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Negotiations will be opened at any time that a change in law or an official act by persons or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

Section 6. Administration of the Contract:

Both parties retain all remedies provided to them by law, however, it is agreed that before either of the parties make use of these remedies, they will make a concerted effort to settle the matter through such procedures as provided for by this contract or mutual agreement of the parties.

It is understood and agreed by the parties that any claim by an employee, the exclusive representative or the Employer which constitutes an unfair practice allegation as defined by Montana Code Annotated § 39-31-401 or 402, of the Montana Public Employees Bargaining Law, as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, Montana Code Annotated of the Montana Public Employees Collective Bargaining Law, as amended, since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

Section 7. Layoff and Recall:

1. A layoff shall be defined as a loss of employment due to a reduction in staff, or the loss of employment due to the elimination of an employee's position. In the event of a layoff, the following shall be applicable:
 - a. The Association recognizes the right of the County Attorney to determine the criteria for when the operational and personnel cuts may be needed to be made.
 - b. Any layoffs shall be in order of inverse seniority; last hired shall be the first laid-off. Seniority for the purposes of layoff shall be the total amount of continuous employment by the County in the position of Cascade County Deputy County Attorney. Probationary employees are not considered part of any layoff; they must be terminated prior to the layoff of any post-probationary employee.
 - c. Employees laid off by the County shall be eligible for recall for a period of twenty-four months following layoff. Upon rehire, an employee shall have all of his/her previously earned seniority with the County restored.

Section 8. Representation and Indemnification:

1. The Employer will provide representation to an employee responding to disciplinary proceedings commenced by the Montana State Bar when the conduct which is the subject of the complaint arose in the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.
2. The Employer will pay any sanctions or fines levied by a Court or administrative body against an employee for acts or omissions committed by the Employee during the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.
3. The Employer will indemnify and defend an employee from liability that arises out of the Employee's performance within the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.

ARTICLE 10 - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations:

This Agreement shall be effective from July 1, 2017 through June 30, 2020.

The Agreement shall be renewed automatically on the termination date for an additional year in the form in which it has been written and amended or supplemented during its life unless one party gives written notice to the other party at least ninety, but not more than one hundred and twenty days prior to the termination date of its intent to renegotiate some or all of the terms contained therein or to negotiate new terms into the Agreement.

Section 2. Effect of Entire Agreement:

It is mutually agreed that this contract sets forth the complete and entire agreement between the Employer and the Association and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the Agreement nor upon any proposal which was offered and discussed but was not made a part of this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals this

_____ day of _____ 2018.

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

ATTEST:

Rina Fontana Moore
Cascade County Clerk and Recorder

CASCADE COUNTY DEPUTY COUNTY ATTORNEYS ASSOCIATION

Kory Larsen, President

Jennifer Quick, Secretary

SUBSCRIBED AND SWORN TO before me by Kory Larsen on the _____ day of _____, 2018.

(NOTARY SEAL)

Notary Public for the State of Montana,
Residing at Great Falls, Cascade County,
Montana.
My commission expires_____

SUBSCRIBED AND SWORN TO before me by Jennifer Quick on the _____ day of _____, 2018.

(NOTARY SEAL)

Notary Public for the State of Montana,
Residing at Great Falls, Cascade County,
Montana.
My commission expires_____

EXHIBIT A
Attorney Salaries

Effective July 1, 2017. – Base Salary shall increase by \$0.72 per hour. This amount includes COLA.

Effective July 1, 2018. – Base Salary shall increase a minimum of 1% or MACO CPI not to exceed 3%.

Effective July 1, 2019. – Base Salary shall increase a minimum of 1% or MACO CPI not to exceed 3%.

Attorneys' pay will be calculated by adding the Base Salary each year and the longevity steps to which the attorney is entitled. By way of an example, an attorney who has four years experience on July 1, 2017 shall receive \$7250 longevity pay plus the 2017-2018 Base Salary as calculated in the table set forth in Exhibit A that follows.

EXHIBIT "A-1"

Longevity Table		Base Pay with Longevity Pay	
Years of Experience	Longevity Scale	Years of Experience	2017-2018
0 to 1	\$0.00	0 to 1 BASE	\$54,019.67
1 to 2	\$1,750.00	1 to 2 BASE + Longevity	\$55,769.67
2 to 3	\$3,500.00	2 to 3	\$57,519.67
3 to 4	\$5,250.00	3 to 4	\$59,269.67
4 to 5	\$7,250.00	4 to 5	\$61,269.67
5 to 6	\$9,250.00	5 to 6	\$63,269.67
6 to 7	\$11,250.00	6 to 7	\$65,269.67
7 to 8	\$13,500.00	7 to 8	\$67,519.67
8 to 9	\$15,500.00	8 to 9	\$69,519.67
9 to 10	\$17,500.00	9 to 10	\$71,519.67
10 to 11	\$19,500.00	10 to 11	\$73,519.67
11 to 12	\$21,500.00	11 to 12	\$75,519.67
12 to 13	\$23,500.00	12 to 13	\$77,519.67
13 to 14	\$25,500.00	13 to 14	\$79,519.67
14 to 15	\$26,250.00	14 to 15	\$80,269.67
15 to 16	\$27,000.00	15 to 16	\$81,019.67
16 to 17	\$27,750.00	16 to 17	\$81,769.67
17 to 18	\$28,500.00	17 to 18	\$82,519.67
18 to 19	\$29,250.00	18 to 19	\$83,269.67
19 to 20	\$30,000.00	19 to 20	\$84,019.67
20 to 21	\$30,500.00	20 to 21	\$84,569.67
21 to 22	\$31,000.00	21 to 22	\$85,069.67
22 to 23	\$31,500.00	22 to 23	\$85,569.67
23 to 24	\$32,000.00	23 to 24	\$86,069.67
24 to 25	\$32,500.00	24 to 25	\$86,569.67
25 to 26	\$32,500.00	25 to 26 No additional longevity	\$86,569.67

* The 2017 raise is reflected as a lump sum including the raise and COLA for 2017. The parties agreed to this methodology to simplify the math.

No additional longevity after 25 years. This longevity schedule reflects what is provided for in statute and goes above and beyond those figures.

*Years of service calculated by determining whether probationary period has been passed by end of FY in which hired. For previous experience as a prosecuting attorney an employee hired as a criminal deputy shall be entitled to 1:1 credit. For previous experience as a non-prosecuting attorney an employee hired as a criminal deputy shall be entitled to 3:1 credit.

For civil positions, new employees shall be entitled to 1:1 credit for civil law practice experience. Experience credits shall be calculated at the time of the employee's initial hire.

Once hired internal transfers from the Civil Division to the Criminal Division, and vice-versa, shall have no effect on the employee's credited experience if the employee has worked for the County Attorney's Office for at least two consecutive years prior to the transfer. If the employee has worked for the Cascade County Attorney's Office for less than two years and is transferred to a different Division the employee's experience credit shall be recalculated as set forth for a new hire. Regardless of which Division an employee is assigned to, he/she shall always receive 1:1 credit for time spent as an employee of the Cascade County Attorney's Office.

No employee hired after October 15, 2012, shall be entitled to an experience credit of more than 8 years.

***In the event a new hire has previous part time experience, he or she shall be credited one year of experience for every 2,080 hours worked.

Implementation Agreement Exhibit B

The purpose of this Implementation is to reduce to writing the principles of Longevity Scale attached as Exhibit "A" to the Labor Agreement between the County and the Association.

1. As of July 1, 2017, post-probationary employees covered under this Agreement will move laterally to the new year's Base Salary and will also advance one year of service on the longevity scale.
2. Any deputy county attorney who maintains a private practice, in accordance with Montana Code Annotated §7-4-2704, shall not be eligible to make any more than 70% of the County Attorney. This cap is in place regardless of eligibility for placement on the salary and longevity scale contained in Exhibit "A-1". If a deputy county attorney ceases to maintain a private practice their salary will immediately be increased to the salary for their proper placement on salary and longevity scale contained in Exhibit "A-1".
3. All placements on the longevity scale shall be made in accordance with the guidelines set forth above. As of July 1 each year this Agreement shall remain in effect, the Association shall provide to the Human Resources Office a list of the attorney members of the Association and their respective years of service to ensure the attorney's members are accurately placed on the longevity scale.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT**

RESOLUTION 18-24

WHEREAS, the City-County Health Department provides HIV Early Intervention Services via Contract #17-170 which extended the contract term and increased the contract amount; and

WHEREAS, the subsequent budget Resolution #17-108 increased the overall budget in the amount of \$22,867 for the time period of 10/1/2017 through 9/30/2018; and

WHEREAS, the extension did not allow for the carry forward of any unexpended amounts from the previous contract period which ended 9/30/17; and

WHEREAS, the CCHD did not fully expend the initial contract by an amount of \$7,528 which must be decreased from the HIV EIS budget for the County Fiscal Year in both revenues and expenditures in order to accurately reflect the program activity; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th Day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 2/22/2018

To: Cascade County Board of Commissioners

Program Name: HIV Treatment

CFDA # 93.917

Contract # 17-07-4-51-109-0

Responsible Department: City-County Health Deartment (CCHD)

Prepared by: Trixie Smith

Attachment A

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	2979	-	336	-	D0100	-	100.110	21,325	(4,795)	16,530
Acct #	2979	-	336	-	D0100	-	100.140	6,151	(1,900)	4,251
Acct #	2979	-	336	-	D0100	-	200.220	2,488	(683)	1,805
Acct #	2979	-	336	-	D0100	-	300.311	106		106
Acct #	2979	-	336	-	D0100	-	300.320	268		268
Acct #	2979	-	336	-	D0100	-	300.331	1,200		1,200
Acct #	2979		336		D0100		300.343	50		50
Acct #	2979	-	336	-	D0100	-	300.370	826	(150)	676
Acct #	2979	-	336	-	D0100	-	300.374	245		245
								<u>32,659</u>	<u>(7,528)</u>	<u>25,131</u>
<u>Revenues</u>										
Acct #	2979	-	336	-		-	33.1000	32,659	(7,528)	25,131
Acct #		-		-		-		0	0	0
								<u>32,659</u>	<u>(7,528)</u>	<u>25,131</u>

Explanation of budget changes:

When the contract period was amended to September 30, 2018, we mistakenly thought that we could continue to expense the remaining funds. This reverse appropriation will decrease budget by \$7528 to align with the intent of the amendment.

Tanya Houston 3-9-18
 Department Head Signature or
 Elected Official Signature Date

Tanya Houston
 Print Name

Mary E. Emberton 3/12/18
 Budget Officer Date



Budget Performance Report

Fiscal Year to Date 02/08/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2979 - Aids/Hiv Testing										
REVENUE										
Department 336 - HIV Early Intervention										
33										
33.1000	Federal Grants	9,792.00	22,867.00	32,659.00	.00	.00	2,264.11	30,394.89	7	7,358.33
33 - Totals		\$9,792.00	\$22,867.00	\$32,659.00	\$0.00	\$0.00	\$2,264.11	\$30,394.89	7%	\$7,358.33
Department 336 - HIV Early Intervention	Totals	\$9,792.00	\$22,867.00	\$32,659.00	\$0.00	\$0.00	\$2,264.11	\$30,394.89	7%	\$7,358.33
REVENUE TOTALS		\$9,792.00	\$22,867.00	\$32,659.00	\$0.00	\$0.00	\$2,264.11	\$30,394.89	7%	\$7,358.33
EXPENSE										
Department 336 - HIV Early Intervention										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	7,026.00	14,299.00	21,325.00	.00	.00	5,175.95	16,149.05	24	4,201.15
100.140	Employer Contributions	1,218.00	4,933.00	6,151.00	.00	.00	1,837.01	4,313.99	30	564.50
100 - Totals		\$8,244.00	\$19,232.00	\$27,476.00	\$0.00	\$0.00	\$7,012.96	\$20,463.04	26%	\$4,765.65
200										
200.220	Operating Supplies	6,488.00	(4,000.00)	2,488.00	.00	643.22	1,237.48	607.30	76	1,561.90
200 - Totals		\$6,488.00	(\$4,000.00)	\$2,488.00	\$0.00	\$643.22	\$1,237.48	\$607.30	76%	\$1,561.90
300										
300.311	Postage	81.00	25.00	106.00	.00	.00	.00	106.00	0	18.45
300.320	Printing & Typing	118.00	150.00	268.00	.00	.00	38.50	229.50	14	15.75
300.331	Advertising	.00	1,200.00	1,200.00	.00	.00	.00	1,200.00	0	.00
300.343	Telephone	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
300.370	Travel	126.00	700.00	826.00	.00	.00	4.65	821.35	1	574.08
300.374	Mileage County Vehicles	195.00	50.00	245.00	.00	.00	3.39	241.61	1	422.50
300 - Totals		\$570.00	\$2,125.00	\$2,695.00	\$0.00	\$0.00	\$46.54	\$2,648.46	2%	\$1,030.78
Function D0100 - Public Health - Federal Funds	Totals	\$15,302.00	\$17,357.00	\$32,659.00	\$0.00	\$643.22	\$8,296.98	\$23,718.80	27%	\$7,358.33
Department 336 - HIV Early Intervention	Totals	\$15,302.00	\$17,357.00	\$32,659.00	\$0.00	\$643.22	\$8,296.98	\$23,718.80	27%	\$7,358.33
EXPENSE TOTALS		\$15,302.00	\$17,357.00	\$32,659.00	\$0.00	\$643.22	\$8,296.98	\$23,718.80	27%	\$7,358.33
Fund 2979 - Aids/Hiv Testing	Totals									
REVENUE TOTALS		9,792.00	22,867.00	32,659.00	.00	.00	2,264.11	30,394.89	7%	7,358.33
EXPENSE TOTALS		15,302.00	17,357.00	32,659.00	.00	643.22	8,296.98	23,718.80	27%	7,358.33
Fund 2979 - Aids/Hiv Testing	Totals	(\$5,510.00)	\$5,510.00	\$0.00	\$0.00	(\$643.22)	(\$6,032.87)	\$6,676.09		\$0.00
Grand Totals										
REVENUE TOTALS		9,792.00	22,867.00	32,659.00	.00	.00	2,264.11	30,394.89	7%	7,358.33
EXPENSE TOTALS		15,302.00	17,357.00	32,659.00	.00	643.22	8,296.98	23,718.80	27%	7,358.33
Grand Totals		(\$5,510.00)	\$5,510.00	\$0.00	\$0.00	(\$643.22)	(\$6,032.87)	\$6,676.09		\$0.00

AMENDMENT NUMBER ONE TO CONTRACT NUMBER 17-07-4-51-109-0

A CONTRACT having been made and entered into between the Montana Department of Public Health and Human Services (Department) and (Contractor), now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Sections 2, 3, 4, and 8 of the Contract as follows (added language is in **bold face** and deleted language is interlined):

SECTION 2: SERVICES TO BE PROVIDED

- A. through D. Remain the same.
- E. Comply with all federal client-level data collection requirements. By March 10, ~~2018~~ **2019**, submit the federal ~~2017~~ **2018** Ryan White HIV/AIDS Program Services Report (RSR) as required by the Health Resources and Services Administration.
- F. and G. Remain the same.
- H. Quarterly submit to the Department on a document which will be provided separately in electronic format, invoicing for hourly services and administrative costs, documentation of services by client, and aggregated performance data. Time spent per client services and its documentation must be recorded in client records. New clients must be identified and ID numbers of clients receiving services are to be listed on the provided document. Reports are due April 15 ~~2017~~ **2018**, July 15 ~~2017~~ **2018**, October 15 ~~2017~~ **2018** and January 15 ~~2018~~ **2019**.
- I. Remains the same.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. Performance of this contract begins January 15, 2017, and the services required by Section 4 must be continued through and completed by September 30, ~~2017~~ **2018**. Final billing reports are due October 30, ~~2017~~ **2018**.

- B. Remains the same.

SECTION 4: COMPENSATION

- A. In consideration of the EIS and administrative costs provided through this contract, the Department shall reimburse the Contractor up to a maximum of ~~\$17,150.00~~ **\$40,017** for the **entire** contract period, subject to the restrictions on

allowable expenses. The amended contract amount for October 1, 2017 through September 30, 2018 is \$22,867

B. The total compensation of ~~\$17,150.00~~ **\$40,017** through this **entire** contract includes only reimbursable costs for allowable Early Intervention Services as defined in Section 2.A.

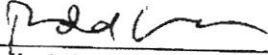
C. through G. Remain the same.

SECTION 8: SCOPE OF TASK ORDER

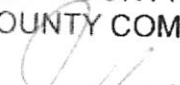
This task order consists of 5 numbered pages and **Amendment One**.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By:  Date 10/10/17
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
1400 Broadway B201
Helena MT 59620-2951
(406) 444-4141

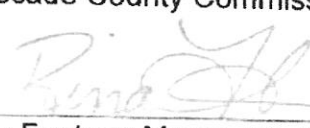
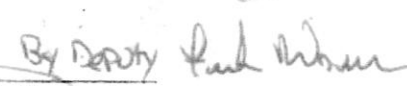
CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS,

By:  Date 10/10/17
Joe Briggs, Chairperson Commissioner

By:  Date: 10/10/17
James Larson, Commissioner Chairperson

By:  Date: 10/10/17
Jane Weber, Commissioner

On this 10th day of OCT, 2017, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Jane Weber, Cascade County Commissioners.

 By 
Rina Fontana Moore, Clerk & Recorder

Smith, Trixie

From: Elkins, Robert <RElkins2@mt.gov>
Sent: Tuesday, March 06, 2018 3:29 PM
To: Gardner, Trisha; Smith, Trixie; Juedeman, Darcey
Cc: Fejes, Dana
Subject: EIS contract clarification

Hello-

I wanted to follow up with you about your questions regarding your EIS contract and why there's no carryover allowed. While the money for EIS the state has given you is funded by a federal grant award, and we refer to it as a "Direct Award", it's not an award. It's a contract. The EIS "Direct Awards", like yours, are set up just like the RFP's as a fee for service agreement defined by a specific date span. As such, when the dates you can bill for services have expired, as defined by the contract, the terms and the amount of the old contract end and the terms of the new contract go into effect.

I know it's misleading because your contract states, " In consideration of the EIS and administrative costs provided through this contract, the Department shall reimburse the Contractor up to a maximum of ~~\$17,150.00~~ **\$40,017** for the **entire** contract period, subject to the restrictions on allowable expenses.", but that's referring to the maximum amount you could have billed the state should you have billed the maximum amount, but again, only during the specific dates of the contract year. Since the contract starts over new each year, it goes on to specify by stating, "**The amended contract amount for October 1, 2017 through September 30, 2018 is \$22,867.**"

I hope that helps! Please call me if you have any other questions.

Thanks!

Robert Elkins, Esq.

HIV Treatment Coordinator/Program Administrator
Department of Health & Human Services
1400 E. Broadway St.
Helena, MT 59620
Phone: 406-444-4744
Fax: 406-449-2059

March 27, 2018

Contract 18-51

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: MT DPHHS Task Order 17-07-5-41-167-0
Amendment # 2
Healthy Montana Families Program

INITIATED AND PRESENTED BY: Tanya Houston, CCHD

ACTION REQUESTED: Approval of Contract 18-51

BACKGROUND:

The purpose of this Amendment is to provide an increase in funding while the original contract continues to have the purpose of home visiting and family support services as required by the Healthy Montana Families program, hereafter referred to as HMF. The original HMF contract is from January 1, 2017 to June 30, 2018 and was approved by the Commissioners on December 27, 2016. The first Amendment to increase funding was approved on February 17, 2017.

TERM: January 1, 2017 through June 30, 2018.

AMOUNT: Not to exceed \$619,156.95 (An increase of \$34,012.76.)

RECOMMENDATION: Approval of Contract 18-51

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commission approve Contract 18-51, Amendment Number 2 to Healthy Montana Families program, Task Order 17-07-5-41-167-0.

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commission disapprove Contract 18-51, Amendment Number 2 to Healthy Montana Families program, Task Order 17-07-5-41-167-0

AMENDMENT NUMBER TWO
TO CONTRACT NUMBER 17-07-5-41-167-0

RETURN TO COMMISSION

A TASK ORDER having been made and entered into between the Montana Department of Public Health and Human Services (Department) and Cascade City-County Health Department (Contractor), now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Section(s) 4, 5, and 8 of the task order as follows (added language is in bold face and deleted language is interlined):

SECTION 4: COMPENSATION

- A. In consideration of the services provided through this contract, the Department will pay the Contractor up to ~~\$474,305.63~~ **\$619,156.95** as follows for the services outlined in Section 4. The funding must be spent in accordance with the Health Resources and Services Administration (HRSA) and DPHHS requirements for the funding, which require funds to be used on evidence-based home visiting services. The Contractor must submit a proposed budget for the contract period and quarterly expenditure reports. The final amount of funding released will be based on the total approved expenditures reported on the Expenditure Reports. Costs must be allocable and allowable under the funding source. Funding must be spent within the contract period. Contractors must retain all records pertaining to financial transactions under the contract (invoices, timesheets, travel expenses, etc.). Such documentation is subject to review upon request on a schedule determined by the DPHHS and during site visits. Carryover is not allowed. Unspent funding must be returned to the Department.

B. through D. Remain the same.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. through B. Remain the same.
- C. The total payment under this contract may not exceed ~~\$474,305.63~~ **\$619,156.95** and is contingent upon receipt of funding from the United States Department of Health and Human Services and the Contractor's provision of HMF services as outlined in this contract. The source of funding for this contract is from the Maternal, Infant, and Early Childhood Home Visiting Program, CFDA's 93.505 and 93.870 through the Health Resources and Services Administration, United States Department of Health and Human Services, and Montana State General Fund and the Tobacco Trust Settlement Fund.
- D. Remains the same.

SECTION 8: SCOPE OF TASK ORDER

This task order This Contract consists of numbered pages 1 through 8, Monthly Implementation Site Report, expressly referenced as Attachment A, Attachment B expressly referenced as Monthly Expenditure Report, Attachment C expressly referenced as Continuous Quarterly Improvement (CQI) Report, Attachment D expressly referenced as HMF Quarterly Report, and Amendment One **and Amendment Two.**

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
1400 Broadway B201
Helena MT 59620-2951
(406) 444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS,

By: _____ Date: _____
Joe Briggs, Chairperson

By: _____ Date: _____
James Larson, Commissioner

By: _____ Date: _____
Jane Weber, Commissioner

On this ____ day of ____, 2018, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

On this ____ day of ____, 2018, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

Approved as to form:

John Thomas
John Thomas, Contracts Officer
State Procurement Bureau

2/13/18

Date

CONTRACT

18-51-

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed & approved at the Commission Meeting held on this ____ day of ____, 2018.

Attest

On this ____ day of ____, 2018, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: MT DPHHS Task Order 18-07-3-01-002-0
Amendment # 1
Montana Cancer Control Programs
Montana Asthma Control Program
Montana Tobacco Use Prevention Program

INITIATED AND PRESENTED BY: Tanya Houston, CCHD

ACTION REQUESTED: Approval of Contract 18-61

BACKGROUND:

The purpose of Amendment One to Task Order Number 18-07-3-01-002-0 is to decrease maximum total funding from \$304,950.00, to \$291,450.00, update contact information for Liaisons and Service of Notices, and update Dispute Resolution contact information.

The purpose of the original Task Order is to commit Cascade County Health Department to serve as Contractor to: Continue to implement breast and cervical screening services and patient guidance, chronic disease self-management workshops, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC). The primary programmatic focus is the prevention and early detection of cancer in the general population. Continue to implement the Montana Asthma Home Visiting Project (MAP) as provided to the Contractor by the Montana Asthma Control Program as detailed in Attachment. The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, biddies, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use.

TERM: July 1, 2017 through June 30, 2018.

AMOUNT: \$291,450.00 (paid by MT DPHHS)

RECOMMENDATION: Approval of Contract 18-61

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-61, MT DPHHS Task Order 18-07-3-01-002-0 Amendment # 1

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-61, MT DPHHS Task Order 18-07-3-01-002-0 Amendment # 1

AMENDMENT ONE
TO TASK ORDER NUMBER 18-07-3-01-002-0
(Montana Cancer Control Programs, Montana Asthma Control Program, Montana
Tobacco Use Prevention Program)

A TASK ORDER, having been made and entered into between the Montana Department of Public Health and Human Services [DPHHS] and Cascade County Health Department, now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Sections 4, 5, 6, 7 and 9 of the contract as follows **[added language is in bold face and deleted language is interlined]**.

SECTION 4: COMPENSATION

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a maximum total of ~~\$304,950.00~~ **\$291,450.00** as follows:
1. ~~\$279,950.00~~ **\$266,450.00** in administrative funding (non-screening activities); and
 2. & 3. Remain the same.
- B. Payments will be made according to the following schedule. The Department will provide the invoice template.
1. Remains the same.
 2. \$60,990.00 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due October 10, 2017. ~~January 10, 2018, and April 10, 2018.~~
 3. **Up to \$56,490.00 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due January 10, 2018 and April 10, 2018.**
 - 3 4. **Up to ~~\$60,990.00~~ \$56,490.00** upon receipt and approval of 1) regional work plan for 2018-2019 and 2) final quarterly progress report have been uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due July 10, 2018.
 4. through 6. Remain the same but are renumber 5. though 7.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

A. Sources of Funding

The sources of funding for this task order period (July 1, 2017 through June 30, 2018) are ~~\$188,950.00~~ **\$165,910.00** from the Montana Tobacco Master Settlement Account and ~~\$116,000.00~~ **\$125,540.00** from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), C.F.D.A. 93.898 (~~\$66,000.00~~ **\$81,150.00**), 93.800 (~~\$50,000.00~~ **\$21,350.00**), and 93.959 (**\$23,040.00**).

B. through I. Remain the same.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

A. ~~Katherine Myers~~ **Stacy Campbell**, or her successor, will be the liaison for the Department. Her contact information is as follows:

~~Katherine Myers~~ **Stacy Campbell**, Bureau Chief
Chronic Disease Prevention & Health Promotion Bureau
1400 Broadway, Rm. C317
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-3385 phone
(406) 444-7465 fax
~~kmyers@mt.gov~~ **stcampbell@mt.gov**

B. and C. Remain the same.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this task order. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

~~Katherine Myers~~ **Stacy Campbell**, (406) 444-3385, fax (406) 444-7465, ~~kmyers@mt.gov~~ **stcampbell@mt.gov** is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 9: SCOPE OF TASK ORDER

This Task Order consists of numbered pages 1 through 23; the MAP Home Visiting Program Description, expressly referenced as Attachment A; the MTUPP Policy on Harm Reduction and MTUPP Media and Publicity Policy, expressly referenced as Attachment B and Amendment One (3 pages). The original Task Order and any amendments will be retained by the Department. A copy of the original has the same force and effect for all purposes as the Original. This is the entire agreement as to this particular Task Order between the parties.

All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

The parties through their authorized agents have executed this Task Order on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
PO Box 202951
Helena, MT 59620
406-444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS

By: _____ Date: _____
Jane Weber, Chairperson

By: _____ Date: _____
Joe Briggs, Commissioner

By: _____ Date: _____
James L. Larson, Commissioner

On this _____ day of _____, 2018, I hereby attest the above-written signatures of James Larson, Joe Briggs, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT**

RESOLUTION 18-32

WHEREAS, the City-County Health Department provides Montana Chronic Disease Program Services via Contract #17-60 which encompasses Montana Cancer Control Programs, Montana Asthma Control Program, and Montana Tobacco Use Prevention Program totaling \$279,950; and

WHEREAS, Amendment One to Contract #17-60 reduces the overall contracted amount to \$266,450 via Contract #18-61 resulting in a decrease in funding of \$13,500; and

WHEREAS, the decrease in funding requires a budget adjustment to reduce expenditures by \$13,500 offset by a reduction in revenues also by \$13,500; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th Day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 3/21/2018

To: Cascade County Board of Commissioners

Program Name: Montana Chronic Disease Program (MCDP)

CFDA # 93.752 & 93.800

Contract # 18-07-3-01-002-0

Responsible Department: City-County Health Department (CCHD)

Prepared by: Trixie Smith

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>			
<u>Expenses</u>										
Acct #	2966	-	471	-	D0100	-	300.311	1,860	400	2,260
Acct #	2966	-	471	-	D0100	-	300.330	0	36	36
Acct #	2966	-	471	-	D0100	-	300.331	19,685	(2,000)	17,685
Acct #	2966	-	471	-	D0100	-	300.348	0	10	10
Acct #	2966	-	471	-	D0100	-	300.350	29,632	(11,946)	17,686
Acct #		-		-		-		0	0	0
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Explanation of budget changes:

Reduction in task order funding in the amount of \$13,500.

Changes authorized by:

Tanya Houston 3-21-18
 Department Head Signature or Date
 Elected Official Signature

Mary K. Emberton 3/22/18
 Budget Officer Date

Tanya Houston
 Print Name



MCDP

Fiscal Year to Date 03/21/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used Rec'd	Prior Year Total
Fund 2966 - Cancer										
REVENUE										
Department 471 - Cancer										
33										
33.1000	Federal Grants	116,000.00	.00	116,000.00	.00	.00	74,110.00	41,890.00	64	177,950.00
33.4000	State Grants	158,950.00	.00	158,950.00	.00	.00	86,360.00	72,590.00	54	25,000.00
33 - Totals		\$274,950.00	\$0.00	\$274,950.00	\$0.00	\$0.00	\$160,470.00	\$114,480.00	58%	\$202,950.00
36										
36.2000	Miscellaneous Revenues	.00	.00	.00	.00	.00	.00	.00	+++	56.28
36 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$56.28
38										
38.3000	Interfund Oper. Transfer	653.00	.00	653.00	.00	.00	.00	653.00	0	.00
38 - Totals		\$653.00	\$0.00	\$653.00	\$0.00	\$0.00	\$0.00	\$653.00	0%	\$0.00
Department 471 - Cancer Totals		\$275,603.00	\$0.00	\$275,603.00	\$0.00	\$0.00	\$160,470.00	\$115,133.00	58%	\$203,006.28
REVENUE TOTALS		\$275,603.00	\$0.00	\$275,603.00	\$0.00	\$0.00	\$160,470.00	\$115,133.00	58%	\$203,006.28
EXPENSE										
Department 471 - Cancer										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	72,377.00	(50,000.00)	22,377.00	.00	.00	17,186.46	5,190.54	77	92,821.31
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	5,974.54
100.140	Employer Contributions	25,658.00	(25,040.00)	618.00	.00	.00	5,808.54	(5,190.54)	940	28,633.03
100.145	Employer Contributions- Grants	(25,040.00)	25,040.00	.00	.00	.00	.00	.00	+++	.00
100.150	Salaries & Wages, Grants	(50,000.00)	50,000.00	.00	.00	.00	.00	.00	+++	.00
100 - Totals		\$22,995.00	\$0.00	\$22,995.00	\$0.00	\$0.00	\$22,995.00	\$0.00	100%	\$127,428.88
200										
200.210	Office Supplies	2,400.00	.00	2,400.00	112.05	.00	710.15	1,689.85	30	933.60
200.220	Operating Supplies	17,600.00	.00	17,600.00	.00	3,301.81	6,400.39	7,897.80	55	4,133.69
200 - Totals		\$20,000.00	\$0.00	\$20,000.00	\$112.05	\$3,301.81	\$7,110.54	\$9,587.65	52%	\$5,067.29
300										
300.311	Postage	1,860.00	.00	1,860.00	159.60	.00	1,953.36	(93.36)	105	764.28
300.320	Printing & Typing	1,560.00	.00	1,560.00	.00	.00	808.96	751.04	52	488.50
300.330	Publicity, Subscrip.&Dues	.00	.00	.00	.00	.00	36.00	(36.00)	+++	36.00
300.331	Advertising	19,685.00	.00	19,685.00	.00	2,500.00	8,138.00	9,047.00	54	2,490.00
300.341	Electric	1,050.00	.00	1,050.00	.00	.00	554.10	495.90	53	776.70
300.342	Water & Sewer	180.00	.00	180.00	.00	.00	103.33	76.67	57	114.60
300.343	Telephone	825.00	.00	825.00	6.03	.00	349.41	475.59	42	675.75
300.344	Heating Fuel	204.00	.00	204.00	.00	.00	56.50	147.50	28	109.79
300.348	Cell Phone Costs	.00	.00	.00	.00	.00	9.24	(9.24)	+++	.00
300.350	Professional Services	29,632.00	.00	29,632.00	750.00	.00	3,576.00	26,056.00	12	6,951.30
300.361	Building Repairs	258.00	.00	258.00	.00	.00	118.62	139.38	46	125.96

AMENDMENT ONE
TO TASK ORDER NUMBER 18-07-3-01-002-0
(Montana Cancer Control Programs, Montana Asthma Control Program, Montana
Tobacco Use Prevention Program)

A TASK ORDER, having been made and entered into between the Montana Department of Public Health and Human Services [DPHHS] and Cascade County Health Department, now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Sections 4, 5, 6, 7 and 9 of the contract as follows **[added language is in bold face and deleted language is interlined]**.

SECTION 4: COMPENSATION

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a maximum total of ~~\$304,950.00~~ **\$291,450.00** as follows:
1. ~~\$270,950.00~~ **\$266,450.00** in administrative funding (non-screening activities); and
 2. & 3. Remain the same.
- B. Payments will be made according to the following schedule. The Department will provide the invoice template.
1. Remains the same.
 2. \$60,990.00 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due October 10, 2017 ~~January 10, 2018, and April 10, 2018.~~
 3. **Up to \$56,490.00 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due January 10, 2018 and April 10, 2018.**
 - ~~3~~ **4** **Up to ~~\$60,990.00~~ \$56,490.00** upon receipt and approval of 1) regional work plan for 2018-2019 and 2) final quarterly progress report have been uploaded to Catalyst, The Montana Arthritis Program online database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due July 10, 2018.
 4. through 6. Remain the same but are renumber 5. though 7.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

A. Sources of Funding

The sources of funding for this task order period (July 1, 2017 through June 30, 2018) are ~~\$188,950.00~~ **\$165,910.00** from the Montana Tobacco Master Settlement Account and ~~\$116,000.00~~ **\$125,540.00** from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), C F D A. 93.898 (~~\$66,000.00~~ **\$81,150.00**), 93.800 (~~\$50,000.00~~ **\$21,350.00**), and 93.959 (**\$23,040.00**).

B. through I. Remain the same.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

A. ~~Katherine Myers~~ **Stacy Campbell**, or her successor, will be the liaison for the Department. Her contact information is as follows:

~~Katherine Myers~~ **Stacy Campbell**, Bureau Chief
Chronic Disease Prevention & Health Promotion Bureau
1400 Broadway, Rm C317
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-3385 phone
(406) 444-7465 fax
~~kmyers@mt.gov~~ **stcampbell@mt.gov**

B. and C. Remain the same.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this task order. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

~~Katherine Myers~~ **Stacy Campbell**, (406) 444-3385, fax (406) 444-7465, ~~kmyers@mt.gov~~ **stcampbell@mt.gov** is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing

SECTION 9: SCOPE OF TASK ORDER

This Task Order consists of numbered pages 1 through 23; the MAP Home Visiting Program Description, expressly referenced as Attachment A; the MTUPP Policy on Harm Reduction and MTUPP Media and Publicity Policy, expressly referenced as Attachment B and Amendment One (3 pages). The original Task Order and any amendments will be retained by the Department. A copy of the original has the same force and effect for all purposes as the Original. This is the entire agreement as to this particular Task Order between the parties.

All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

The parties through their authorized agents have executed this Task Order on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
PO Box 202951
Helena, MT 59620
406-444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS

By: _____ Date: _____
Jane Weber, Chairperson

By: _____ Date: _____
Joe Briggs, Commissioner

By: _____ Date: _____
James L. Larson, Commissioner

On this _____ day of _____, 2018, I hereby attest the above-written signatures of James Larson, Joe Briggs, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

TASK ORDER 18-07-3-01-002-0
TO CASCADE COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2019
(Montana Cancer Control Programs, Montana Asthma Control Program, Montana
Tobacco Use Prevention Program)

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, P.O. Box 202951, Helena, Montana 59620-2951, and (406) 3385 and Cascade County Health Department (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001343, 115 4th Street South, Great Falls, MT 59401 (406) 791-9284 and (406) 791-9269 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The purpose of this Task Order is to commit Cascade County Health Department to serve as Contractor to:

- A Continue to implement breast and cervical screening services and patient guidance, chronic disease self-management workshops, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC) Plan by strengthening community capacity and facilitating policy and systems change in the county of Cascade (hereinafter referred to as the "multi-county area"). The primary programmatic focus is the prevention and early detection of cancer in the general population.
- B Continue to implement the Montana Asthma Home Visiting Project (MAP) as provided to the Contractor by the Montana Asthma Control Program as detailed in Attachment A. The MAP utilizes home visiting staff to provide education to children (ages 0-17 years) with uncontrolled asthma and their families about self-management of asthma and control of environmental asthma triggers. The program includes six (6) contacts, including at least four (4) in-home visits, provided over the course of a one-year time period. In addition to the first visit, visits occur at one month, six months, and one year. Phone contacts (or optional in-home visits) occur at the three-month and nine-month time periods. One registered nurse or respiratory therapist will conduct each visit. Home-visiting interventions for children with asthma are evidence-based and have been shown to have a positive return on investment.
- C The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including

The sources of funding for this task order period (July 1, 2017 through June 30, 2018) are \$188,950.00 from the Montana Tobacco Master Settlement Account and \$116,000.00 from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), C.F.D.A. 93.898 (\$66,000) and 93.800 (\$50,000).

B. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Task Order based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

C. Other Programs as Payers for Services – Non-duplication of Payment

The Contractor may not seek compensation from monies payable through this Task Order for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. In-state travel charges or rates should be in accordance with the Contractor's rates of reimbursement for its own employees; however, use of Montana State rates is encouraged. For rates please see <http://doa.mt.gov/doatravel/default.mcp.x>. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order.

E. Any out-of-state travel should be in accordance with the Contractor's rates of reimbursement for its own employees and must receive prior written approval from the Department liaison before occurring.

F. Administrative or indirect costs cannot exceed 10% of the total direct costs of the Task Order.

G. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of the Task Order and may withhold final payments under the Task Order if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Task Order. The Department will give the Contractor written notice of both the amount of withheld and of the basis for the withholding of payment.

H. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department.

March 27, 2018

Contract 18-65

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Amendment #1 Cooperative Agreement
between Cascade City-County Health
Department and Opportunities Inc.
CFDA#: 93.505, Task Order#: 17-07-5-41-167-0**

INITIATED AND PRESENTED BY: **Tanya Houston, CCHD**

ACTION REQUESTED: **Approval of Contract 18-65**

BACKGROUND:

The purpose of Amendment# 1 to the Cooperative Agreement is to increase funding by \$3,642.65.

The purpose of the original Cooperative Agreement is to provide home visiting and family support services as required by the Healthy Montana Families program, hereafter referred to as HMF. HMF requires the subcontractor to implement "Parents as Teachers' (PAT) as the evidence-based home visiting model in the identified service delivery area. HMF requires that the subcontractor provides home visiting services to prenatal women, young children, and their families as required by PAT and enroll families in HMF services with the intent to serve them through the full term of 2 years for the PAT Model.

TERM: January 1, 2017 through June 30, 2018.

AMOUNT: \$71,466.96 (paid by MT DPHHS)

RECOMMENDATION: Approval of Contract 18-65

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-65 Amendment# 1 to Cooperative Agreement between Cascade City-County Health Department and Opportunities Inc., CFDA#: 93.505, Task Order#: 17-07-5-41-167-0.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-65, Amendment# 1 to Cooperative Agreement between Cascade City-County Health Department and Opportunities Inc., CFDA#: 93.505, Task Order#: 17-07-5-41-167-0.

Amendment Number One
to Cooperative Agreement (Cascade County Contract 18-07)

CFDA #: 93.505

TASK ORDER #: 17-07-5-41-167-0

A Cooperative Agreement, effective 01/01/2017 having been made and entered into by and between CASCADE CITY-COUNTY HEALTH DEPARTMENT (hereafter referred to as 'Prime'), with offices at 115 4th Street South, Great Falls, MT 59401, and **Opportunities Incorporated** hereafter referred to as ('SUBCONTRACTOR') having its principal place of business at 905 1st Ave. N., Great Falls, MT 59401 (Cascade County Contract 18-07), now appears to be in need of amending. PRIME and SUBCONTRACTOR now agree for good consideration and pursuant to Article XIV thereof to hereby amend ARTICLE III 2 and ARTICLE XVI of the Cooperative Agreement as follows (added language is in bold face and deleted language is interlined):

Article III. Compensation

1. Remains the same.
2. The Total Budget amount payable as consideration for services performed under this Cooperative Agreement, and determined by Prime as actual, necessary, and reasonable expenses incurred in accordance with the current regulations contained in 2 CFR Part 200, **for an additional amount of \$3,642.65 for a total of \$67,824.31 \$71,466.96** as set forth in the attached **amended** budget.
3. through 5. Remain the same.

Article XIV. Entire Agreement; Assignment; Governing Law

1. This Agreement **and Amendment Number One thereto** contains the entire agreement and understanding between the parties as to a teaming arrangement for the Proposal and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both Prime and SUBCONTRACTOR. Neither party shall assign this Agreement, in whole or in part, without the prior written approval of the other party. Any action to enforce this Agreement shall be brought in the state of Montana

In Witness Whereof, this Amendment Number One to the Cooperative Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Karla Seaman
Opportunities Inc. / Early Head Start

Jo-Viviane Jones / Family Health Services
Cascade City-County Health Department

Date

Date

Passed and adopted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Jane Weber, Commission Chair

Jim Larson, Commissioner

Joe Briggs, Commission

Attest

On this _____ day of _____, 20__, I hereby attest the above written signatures of the
Board of Cascade County Commissioners

Rina Fontana Moore
Cascade County Clerk and Recorder

Amendment #1 to

BUDGET – ATTACHMENT A

Health Montana Families MOU

FY2017/FY2018

Opportunities Incorporated Cut Bank /Cascade County

January 1, 2017 through June 30, 2018

Opportunities Inc. Budget/Healthy Montana Families (HMF)
Funding

Salary	0
Benefits	0
Travel	\$1,642.65
Supplies	\$0
Occupancy/Rental	\$0
Bookkeeping/Payroll	\$0
Other	\$2,000
TOTAL	\$3,642.65

❖ **Budget Narrative**

- ***Personnel Costs:*** Personnel costs should be explained by listing each staff member who will be supported from funds.
- ***Travel:*** List travel costs according to local and long distance travel. For local travel, the mileage rate, estimated number of miles, reason for travel and staff member/consumers completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops.

This covers local travel cost for HMF Cut Bank staff to carry out home visits and attend meetings and/or training required by Opportunities Inc. Great Falls, contractors and grantors. This does not include travel to transport clients or to purchase bus passes and other transportation for clients enrolled in the program. Travel is calculated at Federal GSA POV Mileage Reimbursement Rate (currently \$.545/mile) located on the GSA.gov website. Travel also includes home visitor attendance at 2018 Child Abuse and Neglect Conference in Missoula, April 24-26, 2018 and HMF Quarterly Meeting in Fairmont, May 1-3, 2018.

Total Travel: **\$1,642.65**

Total Other: **\$ 2,000.00**

March 27, 2018

Contract 18-66

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Amendment #1 to Cooperative Agreement
between Cascade City-County Health
Department and Big Sky Therapeutic Services,
CFDA#: 93.505, Task Order#: 17-07-5-41-167-0

INITIATED AND PRESENTED BY: Tanya Houston/CCHD

ACTION REQUESTED: Approval of Contract 18-66

BACKGROUND:

The purpose of Amendment #1 to the Cooperative Agreement is to increase program funding by \$3,885.00.

The original agreement is to provide home visiting and family support services as required by the Healthy Montana Families program, hereafter referred to as HMF. HMF requires the subcontractor to implement "Safecare Augmented" as the evidence-based home visiting model in the identified service delivery area. HMF requires that the subcontractor provides home visiting services to prenatal women, young children, and their families as required by "SafeCare", and enroll families in HMF services with the intent to serve them through the full term of a minimum of 18 weeks or through completion of all 18 lessons required by the "SafeCare" model.

TERM: January 1, 2017 through June 30, 2018.

AMOUNT: \$27,972.00 (paid by MT DPHHS)

RECOMMENDATION: Approval of Contract/Resolution

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-66 Amendment #1 to Cooperative Agreement between Cascade City-County Health Department and Big Sky Therapeutic Services, CFDA#: 93.505, Task Order#: 17-07-5-41-167-0.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-66 Amendment #1 to Cooperative Agreement between Cascade City-County Health Department & Big Sky Therapeutic Services, CFDA#: 93.505, Task Order#: 17-07-5-41-167-0.

Amendment Number One
to Cooperative Agreement (Cascade County Contract 18-08)

CFDA #: 93.505

TASK ORDER #: 17-07-5-41-167-0

A Cooperative Agreement, effective 01/01/2017 having been made and entered into by and between CASCADE CITY-COUNTY HEALTH DEPARTMENT (hereafter referred to as 'Prime'), with offices at 115 4th Street South, Great Falls, MT 59401, and **Big Sky Therapeutic Services** hereafter referred to as ('SUBCONTRACTOR') having its principal place of business at 1601 2nd Ave. N., Great Falls, MT 59406 (Cascade County Contract 18-08), now appears to be in need of amending. PRIME and SUBCONTRACTOR now agree for good consideration and pursuant to Article XIV thereof to hereby amend ARTICLE III 2 and ARTICLE XVI of the Cooperative Agreement as follows (added language is in bold face and deleted language is interlined):

Article III. Compensation

1. Remains the same.
2. The Total Budget amount payable as consideration for services performed under this Cooperative Agreement, and determined by Prime as actual, necessary, and reasonable expenses incurred in accordance with the current regulations contained in 2 CFR Part 200, **for an additional amount of \$3,885 for a total of ~~\$24,087~~ \$27,972** as set forth in the attached **amended** budget.
3. through 5. Remain the same.

Article XIV. Entire Agreement; Assignment; Governing Law

1. This Agreement **and Amendment Number One thereto** contains the entire agreement and understanding between the parties as to a teaming arrangement for the Proposal and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both Prime and SUBCONTRACTOR. Neither party shall assign this Agreement, in whole or in part, without the prior written approval of the other party. Any action to enforce this Agreement shall be brought in the state of Montana

In Witness Whereof, this Amendment Number One to the Cooperative Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Brett Gilleo
Big Sky Therapeutic Services

Jo-Viviane Jones / Family Health Services
Cascade City-County Health Department

Date

Date

Passed and adopted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Jane Weber, Commission Chair

Jim Larson, Commissioner

Joe Briggs, Commission

Attest

On this _____ day of _____, 20__, I hereby attest the above written signatures of the
Board of Cascade County Commissioners

Rina Fontana Moore
Cascade County Clerk and Recorder

Amendment #1 to

BUDGET – ATTACHMENT A BIG SKY THERAPEUTIC SERVICES Cooperative Agreement Budget
January 1, 2017 through June 30, 2018

Healthy Montana Families (HMF) SafeCare

Salaries	\$ 875
Benefits	0
Travel	\$3,010
Supplies	0
TOTAL	\$3,885

❖ **Budget Narrative**

- ***Personnel Costs:*** Personnel costs should be explained by listing each staff member who will be supported from funds.

The costs allotted to personnel costs include salaries for 'SafeCare' Home Visitor supervisor during attendance of HMF Quarterly Meeting in Fairmont, May 1-3, 2018, not to exceed a total of 35 hours.

Total Personnel: \$875

- ***Travel:*** List travel costs according to local and long distance travel. For local travel, the mileage rate, estimated number of miles, reason for travel and staff member/consumers completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops.

This covers travel cost for HMF SafeCare Home Visitor and supervisor to attend 2018 Spring HMF Quarterly Meeting in Fairmont, MT and for SafeCare Home Visitor to attend Child Abuse and Neglect Conference in Missoula April, 2018. This does not include travel to transport clients or to purchase bus passes and other transportation for clients enrolled in the program. Travel is calculated at \$0.545 per mile.

Total Travel: \$3,010

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
COMMUNITY HEALTH CARE CENTER**

RESOLUTION 18-25

WHEREAS, the Cascade County Commission approved Contract 18-52, a new provider employment agreement with the Community Health Care Center and Dr. McCarthy, DDS beginning February 28, 2018; and

WHEREAS, the Community Health Care Center estimates the revenues generated from charges for services performed by the new dental provider to be \$186,191 net during the period of March through June of 2018; and

WHEREAS, a budget amendment is necessary to appropriate revenues in the amount of \$186,191 and to appropriate expenditures in the amount of \$186,191 for the remainder of the fiscal year; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2015, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 27th Day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JANE WEBER, CHAIRMAN

JOE BRIGGS, COMMISSIONER

JAMES L. LARSON, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 3/13/18
 To: Cascade County Board of Commissioners
 Program Name: CHCC
 CFDA #: NA
 Contract #: 18-52, 18-56
 Responsible Department: CHCC
 Prepared by: Trista Besich

Please approve the following budget changes:

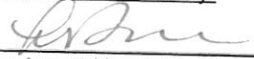
	Fund	Dept	Function	Account	Budgeted Amount	Increase (Decrease)	Amended Budget
<u>Expenses</u>							
Acct #	5100	- 284	- D0521	- 100.110	60,105	62,630	122,735
Acct #	5100	- 284	- D0521	- 100.140	18,184	15,657	33,841
Acct #	5100	- 284	- D0521	- 200.210	1,080	300	1,380
Acct #	5100	- 284	- D0521	- 200.215	1,580	100	
Acct #	5100	- 284	- D0521	- 200.220	6,260	70,177	76,437
Acct #	5100	- 284	- D0521	- 200.221	27,600	4,469	32,069
Acct #	5100	- 284	- D0521	- 200.230	4,100	1,125	5,225
Acct #	5100	- 284	- D0521	- 300.311	4,260	300	4,560
Acct #	5100	- 284	- D0521	- 300.313	240	180	420
Acct #	5100	- 284	- D0521	- 300.320	1,799	319	2,118
Acct #	5100	- 284	- D0521	- 300.330	6,260	250	6,510
Acct #	5100	- 284	- D0521	- 300.341	1,440	126	1,566
Acct #	5100	- 284	- D0521	- 300.342	1,080	126	1,206
Acct #	5100	- 284	- D0521	- 300.343	1,044	99	1,143
Acct #	5100	- 284	- D0521	- 300.344	120	90	210
Acct #	5100	- 284	- D0521	- 300.350	6,624	1,992	8,616
Acct #	5100	- 284	- D0521	- 300.360	2,000	300	2,300
Acct #	5100	- 284	- D0521	- 300.363	4,700	200	4,900
Acct #	5100	- 284	- D0521	- 300.370	3,100	267	3,367
Acct #	5100	- 284	- D0521	- 300.374	360	33	393
Acct #	5100	- 284	- D0521	- 500.530	0	6,146	6,146
Acct #	5100	- 284	- D0521	- 800.810	14,400	1,505	15,905
Acct #	5100	- 284	- D0521	- 800.830	0	800	800
Acct #	5100	- 284	- D0521	- 900.940	21,250	19,000	40,250
					<u>187,586</u>	<u>186,191</u>	<u>372,097</u>
<u>Revenues</u>							
Acct #	5100	- 284	-	- 34.4000	470,144	232,739	702,883
Acct #	5100	- 284	-	- 36.2002	(131,640)	(46,548)	(178,188)
					<u>338,504</u>	<u>186,191</u>	<u>524,695</u>


Explanation of budget changes:

Budget Appropriation in support of the employment of Dr. McCarthy effective Feb 28th, 2018 and CIS00061184 for new dental clinic site at 202 2nd Avenue South.

First four months of employment budgeted and 3 months of occupation budgeted.

Changes authorized by:


 Department Head Signature or Date
 Trista Besich
 Print Name


 Budget Officer Date
 3/15/18



Renaissance Square Dental Expansion Project Dental Program Income Budget vs Actual

PROGRAM Budget vs. Actual

		Month 1	Actual Month 2	Month 3	Total
Revenue - 5100 284					
Federal Grants	33.1000	-	-	-	-
Program Income	34.4000	107,348	62,695	62,695	232,739
Medical Records	34.4063	-	-	-	-
Misc. Revenue - Non-Prog	36.2000	-	-	-	-
Misc. Revenue - Prog Inc	36.2016	-	-	-	-
Interest Earnings	37.1010	-	-	-	-
Contractual Adjustments	36.2002	(21,470)	(12,539)	(12,539)	(46,548)
Sale of Junk or Salvage	36.7000	-	-	-	-
Revenue Totals		85,878	50,156	50,156	186,191
Expenses - 5100 284 D0521					
Salaries & Wages	100.110	20,877	20,877	20,877	62,630
Overtime	100.120	-	-	-	-
Termination Pay	100.130	-	-	-	-
Compensated Absence Expense	100.135	-	-	-	-
Employer Contributions	100.140	5,219	5,219	5,219	15,657
Union Pensions	100.146	-	-	-	-
Wage & Benefits		26,096	26,096	26,096	78,287
Office Supplies	200.210	100	100	100	300
IT Supplies	200.215	-	50	50	100
Operating Supplies	200.220	69,304	270	270	69,844
Chem, Lab & Med Supplies	200.221	1,490	1,490	1,490	4,469
Repair & Maint. Supplies	200.230	375	375	375	1,125
Supplies		71,269	2,285	2,285	75,838
Postage	300.311	100	100	100	300
Shipping	300.313	60	60	60	180
Printing & Typing	300.320	-	159	159	319
Publicity, Subscrip. & Dues	300.330	-	125	125	250
Outreach	300.331	-	-	-	-
Software Licenses	300.333	-	-	-	-
Electric	300.341	42	42	42	126
Water & Sewer	300.342	42	42	42	126

Telephone	300.343	33	33	33	99
Heating Fuel	300.344	30	30	30	90
Cell Phone Costs	300.348	-	-	-	-
Professional Services	300.350	664	664	664	1,992
Other Prof. Services	300.352	-	-	-	-
Accounting & Auditting	300.353	-	166.67	166.67	333
Coordinator	300.354	-	-	-	-
Repair & Main Services	300.360	-	150	150	300
Building Repairs	300.361	-	-	-	-
Maintenance Contracts	300.363	-	100	100	200
Travel	300.370	-	133	133	267
Mileage - County Veh.	300.374	-	17	17	33
Training Services	300.380	-	-	-	-
Other Purchased Svc	300.390	-	-	-	-
Laboratory Services	300.398	-	-	-	-
Operational		971	1,822	1,822	4,615
Insurance	500.510	-	-	-	-
Rental	500.530	2,049	2,049	2,049	6,146
Bank Service Charges	500.550	-	-	-	-
Other Fixed Charges	500.590	-	-	-	-
City Assessments	500.592	-	-	-	-
Insurance & Fees		2,049	2,049	2,049	6,146
Losses	800.810	502	502	502	1,505
Depreciation/Ret. Earnings	800.830	267	267	267	800
Fixed Asset Transfer	800.899	-	-	-	-
Bad Debt/Fixed Assets		768	768	768	2,305
Machinery & Equipment	900.940	19,000	-	-	19,000
Capital Expenses		19,000	-	-	19,000
Expense Totals		(120,152)	(33,019)	(33,019)	(186,191)
Revenue Totals		85,878	50,156	50,156	186,191
Expense Totals		(120,152)	(33,019)	(33,019)	(186,191)
Profit/(Loss)		(34,274)	17,137	17,137	(0)



Budget Performance Report

Fiscal Year to Date 03/13/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 5100 - Community Health Clinic										
REVENUE										
Department 284 - Dental										
33										
33.1000	Federal Grants	220,340.00	.00	220,340.00	.00	.00	153,673.64	66,666.36	70	253,241.95
33 - Totals		\$220,340.00	\$0.00	\$220,340.00	\$0.00	\$0.00	\$153,673.64	\$66,666.36	70%	\$253,241.95
34										
34.4000	Charge/Service Pub.Health	470,144.00	.00	470,144.00	.00	.00	274,377.00	195,767.00	58	499,912.00
34 - Totals		\$470,144.00	\$0.00	\$470,144.00	\$0.00	\$0.00	\$274,377.00	\$195,767.00	58%	\$499,912.00
36										
36.2000	Miscellaneous Revenues	10,000.00	21,250.00	31,250.00	.00	.00	31,250.00	.00	100	12,500.00
36.2002	Contractual Adjustments	(131,640.00)	.00	(131,640.00)	.00	.00	(90,808.58)	(40,831.42)	69	(254,134.14)
36.2016	Misc Program Revenue	21,250.00	(21,250.00)	.00	.00	.00	.00	.00	+++	.00
36.5000	Donations	.00	.00	.00	.00	.00	133.59	(133.59)	+++	.00
36 - Totals		(\$100,390.00)	\$0.00	(\$100,390.00)	\$0.00	\$0.00	(\$59,424.99)	(\$40,965.01)	59%	(\$241,634.14)
Department 284 - Dental Totals		\$590,094.00	\$0.00	\$590,094.00	\$0.00	\$0.00	\$368,625.65	\$221,468.35	62%	\$511,519.81
REVENUE TOTALS		\$590,094.00	\$0.00	\$590,094.00	\$0.00	\$0.00	\$368,625.65	\$221,468.35	62%	\$511,519.81
EXPENSE										
Department 284 - Dental										
Function D0520 - Community Health Clinic										
100										
100.110	Salaries & Wages	240,415.00	.00	240,415.00	.00	.00	127,431.84	112,983.16	53	188,924.15
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	1,194.90
100.140	Employer Contributions	72,735.00	.00	72,735.00	.00	.00	38,078.35	34,656.65	52	62,873.30
100.146	Union Pensions	250.00	.00	250.00	.00	.00	172.80	77.20	69	249.60
100 - Totals		\$313,400.00	\$0.00	\$313,400.00	\$0.00	\$0.00	\$165,682.99	\$147,717.01	53%	\$253,241.95
Function D0520 - Community Health Clinic Totals		\$313,400.00	\$0.00	\$313,400.00	\$0.00	\$0.00	\$165,682.99	\$147,717.01	53%	\$253,241.95
Function D0521 - Health Center Program										
100										
100.110	Salaries & Wages	60,105.00	.00	60,105.00	.00	.00	31,857.96	28,247.04	53	85,242.51
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	298.73
100.140	Employer Contributions	18,184.00	.00	18,184.00	.00	.00	9,519.54	8,664.46	52	15,718.24
100.146	Union Pensions	63.00	.00	63.00	.00	.00	43.20	19.80	69	62.40
100 - Totals		\$78,352.00	\$0.00	\$78,352.00	\$0.00	\$0.00	\$41,420.70	\$36,931.30	53%	\$101,321.88
200										
200.210	Office Supplies	1,080.00	.00	1,080.00	.00	.00	368.29	711.71	34	675.91
200.215	IT Supplies	1,580.00	.00	1,580.00	.00	28.41	176.00	1,375.59	13	654.81
200.220	Operating Supplies	1,260.00	5,000.00	6,260.00	16.10	10,034.65	9,023.11	(12,797.76)	304	2,251.05
200.221	Chem Lab & Med Supplies	27,600.00	.00	27,600.00	.00	4,215.38	11,782.58	11,602.04	58	23,525.92
200.230	Repair & Maint. Supplies	4,100.00	.00	4,100.00	.00	70.31	1,457.78	2,571.91	37	939.22
200 - Totals		\$35,620.00	\$5,000.00	\$40,620.00	\$16.10	\$14,348.75	\$22,807.76	\$3,463.49	91%	\$28,046.91



Budget Performance Report

Fiscal Year to Date 03/13/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 5100 - Community Health Clinic										
EXPENSE										
Department 284 - Dental										
Function D0521 - Health Center Program										
300										
300.311	Postage	4,260.00	.00	4,260.00	75.02	.00	2,314.36	1,945.64	54	3,972.77
300.313	Shipping	240.00	.00	240.00	.00	25.00	181.77	33.23	86	293.26
300.320	Printing & Typing	1,799.00	.00	1,799.00	.00	.00	426.97	1,372.03	24	801.39
300.330	Publicity, Subscrip.&Dues	6,260.00	.00	6,260.00	.00	.00	3,647.70	2,612.30	58	2,617.25
300.341	Electric	1,440.00	.00	1,440.00	.00	.00	905.74	534.26	63	1,504.91
300.342	Water & Sewer	1,080.00	.00	1,080.00	.00	.00	168.94	911.06	16	804.53
300.343	Telephone	1,044.00	.00	1,044.00	39.27	.00	548.82	495.18	53	1,059.38
300.344	Heating Fuel	120.00	.00	120.00	.00	.00	92.35	27.65	77	178.94
300.350	Professional Services	6,624.00	.00	6,624.00	.00	.00	5,182.03	1,441.97	78	27,044.21
300.352	Other Professional Serv.	800.00	.00	800.00	375.00	.00	425.00	375.00	53	875.00
300.360	Repair & Maint. Services	2,000.00	.00	2,000.00	.00	.00	1,685.55	314.45	84	1,185.96
300.361	Building Repairs	360.00	.00	360.00	.00	.00	194.01	165.99	54	287.25
300.363	Maintenance Contracts	4,700.00	.00	4,700.00	75.00	.00	4,110.00	590.00	87	4,615.00
300.370	Travel	7,500.00	(4,400.00)	3,100.00	.00	.00	.00	3,100.00	0	2,388.42
300.374	Mileage County Vehicles	360.00	.00	360.00	.00	.00	12.44	347.56	3	217.53
300.380	Training Services	2,400.00	(600.00)	1,800.00	.00	.00	939.00	861.00	52	869.81
300.390	Other Purchased Services	600.00	.00	600.00	.00	.00	16.45	583.55	3	77.50
300.398	Laboratory Services	299.00	.00	299.00	.00	.00	.00	299.00	0	.00
300 - Totals		\$41,886.00	(\$5,000.00)	\$36,886.00	\$564.29	\$25.00	\$20,851.13	\$16,009.87	57%	\$48,793.11
800										
800.810	Losses	14,400.00	.00	14,400.00	.00	.00	(3,803.27)	18,203.27	-26	(2,066.71)
800 - Totals		\$14,400.00	\$0.00	\$14,400.00	\$0.00	\$0.00	(\$3,803.27)	\$18,203.27	-26%	(\$2,066.71)
900										
900.940	Machinery & Equipment	21,250.00	.00	21,250.00	.00	.00	.00	21,250.00	0	.00
900 - Totals		\$21,250.00	\$0.00	\$21,250.00	\$0.00	\$0.00	\$0.00	\$21,250.00	0%	\$0.00
Function D0521 - Health Center Program Totals		\$191,508.00	\$0.00	\$191,508.00	\$580.39	\$14,373.75	\$81,276.32	\$95,857.93	50%	\$176,095.19
Department 284 - Dental Totals		\$504,908.00	\$0.00	\$504,908.00	\$580.39	\$14,373.75	\$246,959.31	\$243,574.94	52%	\$429,337.14
EXPENSE TOTALS		\$504,908.00	\$0.00	\$504,908.00	\$580.39	\$14,373.75	\$246,959.31	\$243,574.94	52%	\$429,337.14
Fund 5100 - Community Health Clinic Totals										
REVENUE TOTALS		590,094.00	.00	590,094.00	.00	.00	368,625.65	221,468.35	62%	511,519.81
EXPENSE TOTALS		504,908.00	.00	504,908.00	580.39	14,373.75	246,959.31	243,574.94	52%	429,337.14
Fund 5100 - Community Health Clinic Totals		\$85,186.00	\$0.00	\$85,186.00	(\$580.39)	(\$14,373.75)	\$121,666.34	(\$22,106.59)		\$82,182.67
Grand Totals										
REVENUE TOTALS		590,094.00	.00	590,094.00	.00	.00	368,625.65	221,468.35	62%	511,519.81



Budget Performance Report

Fiscal Year to Date 03/13/18

Include Rollup Account and Rollup to Object

EXPENSE TOTALS	504,908.00	.00	504,908.00	580.39	14,373.75	246,959.31	243,574.94	52%	429,337.14
Grand Totals	\$85,186.00	\$0.00	\$85,186.00	(\$580.39)	(\$14,373.75)	\$121,666.34	(\$22,106.59)		\$82,182.67

March 27, 2018

Contract 18-62

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Business Associate Agreement between
Community Health Care Center and the Great
Falls Public Schools**

INITIATED AND PRESENTED BY: **Trista Besich, Community Health Care Center**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND: The purpose of this agreement is to support the Memorandum of Understanding between the Community Health Care Center and the Great Falls Public Schools and sets forth terms and conditions under which Protected Health Information that is created or received by the Great Falls Public Schools on behalf of the Community Health Care Center may be used or disclosed.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-62, this agreement is to support the Memorandum of Understanding between the Community Health Care Center and the Great Falls Public Schools and sets forth terms and conditions under which Protected Health Information that is created or received by the Great Falls Public Schools on behalf of the Community Health Care Center may be used or disclosed.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-62, this agreement is to support the Memorandum of Understanding between the Community Health Care Center and the Great Falls Public Schools and sets forth terms and conditions under which Protected Health Information that is created or received by the Great Falls Public Schools on behalf of the Community Health Care Center may be used or disclosed.



BUSINESS ASSOCIATE AGREEMENT REGARDING PROTECTED HEALTH INFORMATION

This Agreement is entered into by and between ***Community Health Care Center, Inc.*** (hereafter referred to as the Covered Entity) and Great Falls School District No. 1 (hereafter referred to as Business Associate) because the Covered Entity and Business Associate are parties to a Memorandum of Understanding. This Agreement sets forth the terms and conditions under which Protected Health Information (PHI) created or received by the Business Associate (GFPS) on behalf of the Covered Entity may be used or disclosed.

This Agreement shall commence upon the day of signing and will terminate when the underlying Memorandum of Understanding terminates or at such time as any PHI provided by the Covered Entity to the Business Associate or PHI created or received by the Business Associate is destroyed or returned to the Covered Entity

This Agreement is entered into as part of the Covered Entity's Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HI-TECH compliance procedures and efforts. (ref. (164.504(e)(2)) Updated by the Omnibus Ruling in Jan. 2013.

DEFINITIONS: The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they appear.

Now, therefore, CHCC and Business Associate agree as follows:

- a. Agreement shall refer to this document.
- b. Business Associate shall mean Great Falls School District No. 1.
- c. Covered Entity shall mean Community Health Care Center.
- d. HHS Privacy Rule and references to the Rule shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
- e. Individual shall mean the person (client/patient) who is the subject of the Public Health Information, as designated in 45 C.F.R. 164.501.
- f. Protected Health Information (PHI) shall mean any individually identifiable health information provided and/or made available by CCHD/CHCC to a business associate, and has the same meaning as the term "protected health information" as defined by 45 C.F.R. 164.501.
- g. Parties shall mean BUSINESS ASSOCIATE and COVERED ENTITY.
- h. Secretary shall mean the Secretary of the Dept. of Health & Human Services (HHS) and any other employee of HHS to whom the authority involved has been delegated.

Obligations of Business Partner

1. Permitted Uses and Disclosures of Health Information: Business Associate shall use and disclose PHI solely as necessary to perform its services or as required by law, provided that such use or disclosure are permitted under state and federal confidentiality laws. Business Associate shall not use or disclose PHI for any other purpose, except that if necessary, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities. (ref. (164.504(e)(4)(i)(A-B) & (e)(4)(ii) & (e)(2)(ii)(A)) Business Associate also understands that inappropriate use or disclosure of PHI can result in penalties and fines as per the HITECH Security Rule and its January 2013 Omnibus amendments.

2. Adequate Safeguards for Health Information: Business Associate warrants that it shall implement and maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including the HIPAA and all other applicable law. (ref. (164.504(e)(2)(ii)(A-B))

3. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. (ref. (164.530(f))

4. Reporting Non-Permitted Use or Disclosure: Business Associate shall report to the Covered Entity any unauthorized use or disclosure of PHI not provided for by the Agreement of which it becomes aware. The initial report shall be made by a written report to the Covered Entity's Privacy Officer, no later than two (2) business days from the date the Business Associate becomes aware of the non-permitted use or disclosure. (ref. (164.504(e)(2)(ii)(C)) Business Associate understands that it is subject to all potential litigation, fines and penalties associated with unauthorized use or disclosure. Business Associate shall document & date all actions taken in event of such incidents and subsequently follow HIPPA Privacy Rule & HITECH Security & Breach Rule provisions regarding unauthorized disclosures.

5. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Covered Entity. On behalf of the Covered Entity, this information will also be made available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA. (ref. 164.504(e)(2)(ii)(H))

6. Access to and Amendment of Disclosures of Health Information: Within 30 days of a request by Covered Entity, Business Associate agrees to amend, pursuant to a request by the Covered Entity, any PHI maintained, created, or received by Business Associate on behalf of the Covered Entity. As directed by the Covered Entity. (ref. (164.504(e)(2)(ii)(F, as it refers to 164.526))

7. Report of Disclosures: Upon the Covered Entity's request, Business Associate shall provide a report of each disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as required by HIPAA. Any report provided by the Business Associate shall include (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. Business Associate shall track and securely maintain the information for six (6) years from the date of the disclosure. (ref. (164.504(e)(2)(ii)(G) as it refers to 164.528)

8. Term and Termination: Either party may terminate this Agreement with or without cause by giving thirty (30) days' prior written notice to the other party.

9. Disposition of Health Information Upon Termination or Expiration: Upon termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement. (ref. (164.504(e)(2)(ii)(I)))

10. No Third Party Beneficiaries: There shall be no third party beneficiaries to this Agreement.

11. Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement. (ref. 164.504(e)(2)(i) (B) & (ii)(D))

12. Indemnification: Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

13. Amendment to Comply with Law: The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy Regulations and other applicable laws, relating to the security or confidentiality of PHI, like the HITECH Security Rule and its January 2013 amendments. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. The Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Covered Entity or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

14. Property Rights: The PHI shall be and remain the property of CCHD/CHCC. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified PHI, as a result of this Agreement.

15. Grounds for Breach: Any non-compliance by Business Associate of this Agreement or the HHS Privacy Rule will automatically be considered Grounds for Breach, if the Business Associate failed to immediately take reasonable steps to notify CCHD/CHCC and cure the non-compliance.

16. Injunctive Relief: Notwithstanding any rights or remedies provided for in this Agreement, CCHD/CHCC retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

17. Binding Nature and Assignment: This contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign without written consent to the other, consent shall not be unreasonably withheld.

18. Notices: Whenever under this Agreement, one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage pre-paid and addresses as follows:

Covered Entity:
Community Health Care Center
115 4th Street S
Great Falls, MT 59401

Business Associate:
Great Falls Public School District
1100 6th Ave S
Great Falls, MT 59405

19. Article Headings: The Article Headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

20. Business Associate shall be excused from performance under this contract for any period Business Associate is prevented from performing services pursuant hereto, in whole or in part as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

21. Entire Agreement Respecting PHI: This Agreement Respecting PHI consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements related to this Agreement Respecting PHI which are not fully express in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY:

By: 

Print Name: Thota Besich

Title: CEO

Dated: 3/14/18

BUSINESS ASSOCIATE:

By: 

Print Name: Tammy L. Lacey

Title: Superintendent

Dated: 3/15/18

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed & approved at the Commission Meeting held on this ____ day of ____, 2018.

Attest

**On this ____ day of ____, 2018, I hereby attest the above-written signatures of
Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

March 27, 2018

Contract 18-64

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Employment Agreement by and between
Cascade County for the Community
Health Care Center & David Currie, DDS**

INITIATED AND PRESENTED BY: **Trista Besich , Community Health Care Center**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND: Employment Agreement by and between Cascade County for the Community Health Care Center and David Currie, DDS for services as a Dentist in CHCC's dental department. Effective: March 1st, 2018 – March 31st, 2020.
1st year annual wage of \$65.00 per hour.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-64, Employment Agreement by and between Cascade County for the Community Health Care Center and David Currie, DDS for services as a Dentist in CHCC's dental department. Effective: March 1st, 2018 – March 31st, 2020. 1st year annual wage of \$65.00 per hour.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-64, Employment Agreement by and between Cascade County for the Community Health Care Center and David Currie, DDS for services as a Dentist in CHCC's dental department. Effective: March 1st, 2018 – March 31st, 2020. 1st year annual wage of \$65.00 per hour.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") for a specific term, is made by and between Cascade County for the **COMMUNITY HEALTH CARE CENTER, INC.** (hereinafter "CHCC"), a Montana nonprofit corporation, having its principal place of business at 115 4th Street South, Great Falls, Montana, and David Currie, **Dentist** ("Provider").

WHEREAS CHCC desires to obtain the benefit of the services of Provider, and Provider desires to render such services on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and good and valuable consideration (the sufficiency and receipt is hereby acknowledged) contained in this Agreement, CHCC and Provider agree as follows:

- I. **EMPLOYMENT:** CHCC employs Provider and Provider accepts employment pursuant to and in accordance with the terms, conditions and provisions of this Agreement.
- II. **POSITION AND DUTIES:** Provider is employed as a Dentist for CHCC.
 - A. The duties of this position are enumerated in the Job Description. A copy of the Job Description is attached hereto and incorporated by reference. The position is a .6 Full Time Equivalency (FTE) position.
 - B. Qualifications of Provider: Provider will at all times during the term of this Agreement:
 1. Be licensed to practice as a Dentist within the State of Montana;
 2. At the request of CHCC, be eligible for credentialing where appropriate for any insurer contracting with CHCC;
 3. At the request of CHCC, be a member of any Provider-Health Center Organization.
 - C. Provider's Services Generally: During the term of this Agreement, Provider agrees to and will provide dental care and services to patients at CHCC and at other locations as mutually agreed upon by Provider and by CHCC. Provider will provide such services in accordance with the schedule agreed upon by Provider and the Dental Director of CHCC or his/her designee, and consistent with the Job Description for this position. Provider will adhere to productivity expectations as outlined in the yearly Organizational Productivity Plan.
 - D. Expectations: Position expectations include achieving organizational expectations in:

- Quality (clinical score card)
 - Efficiency (clinical score card)
 - Behaviors (job description)
 - Alignment with CHCC mission and values
- E. Policies and Procedures: Provider is expected to abide by all Cascade County and CHCC policies and procedures, as outlined in the Cascade County Operations Manual and the CHCC's Policies and Procedures Manual.
- F. Time and Duty Requirements: Provider's services will be provided on a full-time basis pursuant to CHCC policy. Provider's services will include no less than forty (40) hours of work time per week at CHCC in the provision of direct patient care. Provider will participate in CHCC's after hours' coverage pool as designated by the Dental Director. This may include working weekend, holiday and after-hours telephone call coverage on a periodic basis. Frequency of call duties will be determined by the Dental Director or his/her designee, largely based on provider staffing levels.
- G. Assignment of Fees for Service: The Provider will meet standards and requirements of third-party payers. All billing and collection for the Provider's services rendered to CHCC patients during the term of this Agreement shall be performed by, through or on behalf of CHCC. The Provider hereby assigns to CHCC all of the Provider's rights to bill and collect payment for professional services rendered to CHCC patients during the term of this Agreement. In addition, the Provider hereby authorizes CHCC to bill any and all third-party payers and individual patients and to collect and retain the proceeds of such billing.

III. **TERM**: The term of this Agreement shall be for the definite period beginning March 1, 2018, and ending March 31, 2020. This Agreement ends on the date specified, unless earlier terminated as set forth in this Agreement. This Agreement can only be extended or renewed by a written agreement signed by both parties.

IV. **BENEFITS**

- A. **Paid Vacation Leave (VAC)**: For the period of this Agreement, Provider shall accrue paid vacation leave for hours worked in a paid status in accordance with County and CHCC's annual leave policies. Leave is to be taken in accordance with CHCC's annual leave policies. If possible, paid vacation leave requests must be submitted one month in advance. Carryover of unused VAC balance from one year to the next is allowed to annual limits specified in CHCC and County policy. If this Agreement is terminated either by the Provider or CHCC prior to

completion date, any VAC balance will be prorated for the actual term of employment, and the unused balance will be paid to Provider.

- B. **Sick Leave (SICK):** For the period of this Agreement, Provider shall accrue paid sick leave for hours worked in a paid status in accordance with County and CHCC's sick leave policies. Leave is to be taken in accordance with CHCC's sick leave policies. Carryover of unused SICK balance from one year to the next is allowed to annual limits specified in CHCC policy. If this Agreement is terminated either by Provider or CHCC prior to completion date, one fourth of any unused SICK balance will be paid to Provider.
- C. **Paid Benefit Leave (PBL):** For the period of this Agreement, Provider shall receive eight (8) hours of paid time off (PBL), banked in a lump sum at the beginning of the year, based upon Provider's start date anniversary and to be taken in accordance with CHCC's Paid Time Off (PTO) policy. Requests must be submitted one month in advance, if possible. At the employment anniversary date, any remaining paid benefit leave time off is forfeited, according to CHCC policy.
- D. **Continuing Education (CE):** Provider may receive funding up to one thousand dollars (\$1,000) for course fees and travel and lodging expenses and up to eight (8) hours paid time off per year for approved continuing education endeavors, subject to reasonable approval by CHCC with regard to subject matter and staffing needs. At the employment anniversary date, any unused CE funds or hours will be forfeited (i.e., no funds or hours will carry over into a new employment year). If this Agreement is terminated by either the Provider or CHCC prior to completion date, any remaining continuing education dollar balance or continuing education paid time off is forfeited according to CHCC policy.
- E. **Quality Performance Funding (QUAL):** Provider will have discretion to allocate quality project funding up to one thousand dollars (\$1,000) annually for achieving organizational expectations in quality, efficiency, behaviors and organizational mission and values as described above in Section II(D) for approved individual, team or department level training, approved equipment purchases, approved technical assistance or other approved items or services that significantly further the organization's quality of services, performance or scope of services as long as the provider meets and/or maintains minimum guidelines in at least 50 % of the quality metrics defined by the Quality Assurance/Quality Improvement Program. At the employment anniversary date, any unused QUAL funds will be forfeited (i.e. no funds or hours will carry over into a new employment year). If this Agreement is terminated by either the Provider or CHCC prior to completion date, any remaining quality performance funding balance is forfeited, according to CHCC policy.

- F. **Retirement:** As an employee of CHCC, Provider will participate in the PERS Retirement Program.
 - G. **Licensure and DEA:** CHCC shall be responsible for paying all licensure and DEA fees required for a Dentist in the State of Montana.
 - H. **Other Benefits:** As may be made available or provided by CHCC, in the sole discretion of CHCC.
- V. **SALARY:** The salary for this position is set forth in Exhibit B attached hereto and incorporated by reference.
- A. Provider understands that CHCC has adopted its health information technology systems to comply with the Electronic Health Record (EHR) Incentive Program, created by the American Recovery and Reinvestment Act, Pub. L. 111-5. Provider agrees to assist and work with CHCC in meeting the obligations and objectives set forth in 42 CFR Part 495 and to take such steps as necessary to allow CHCC to realize the benefits of the EHR Incentive Program, including but not limited to, participating in the Medicaid EHR Incentive Program as an Eligible Professional, using Certified EHR Technology, and providing attestations of adoption, implementation, upgrading and meaningful and effective use of such technology as requested or required by CHCC or other federal or state authority.
 - B. Provider reassigns to CHCC the right to receive any payments made in connection to Provider's participation as an Eligible Professional, as that term is defined in 42 C.F.R. § 495.4, in the Medicaid EHR Incentive Program. Provider understands and agrees that CHCC will collect and retain any payments made for the implementation, adoption, upgrade, and/or meaningful use of health information technology systems, including but not limited to certified EHR technology, by its Providers or independent contractors.
 - C. Provider agrees that a Provider designated by CHCC may act as Provider's proxy to complete the registration and/or application process required to attest to implementation, adoption, upgrade, and/or meaningful use of health information technology systems.

VI. MALPRACTICE INSURANCE AND RECORDS

- A. CHCC shall provide during the term of this Agreement malpractice insurance coverage pursuant to the Federal Tort Claim Act (FTCA).
- B. All records and billings generated by work of Provider shall belong exclusively to and are the property of CHCC.

VII. PATIENT PRIVACY AND CHCC CONFIDENTIALITY

- A. Provider shall keep and maintain strict confidentiality with respect to all matters pertaining to CHCC patients. Provider understands the importance of patient privacy and that unauthorized disclosure of patient information can place both CHCC and Provider in jeopardy and in violation of federal and state laws, rules and regulations.
- B. Provider will not disclose or in any way disseminate any confidential information without the written consent of CHCC or subject to an order from a court of competent jurisdiction. Confidential information means any information in whatever form regarding other Providers, CHCC financial information, CHCC strategic plans, CHCC pilot programs, CHCC statistical information, employment related information, or patient or patient outcome information.
- C. The provisions of Paragraph VII shall extend beyond and survive any termination of this Agreement.

VIII. TERMINATION

- A. This Agreement shall terminate immediately upon written notice from CHCC to Provider upon the occurrence of any of the following:
 - 1. Suspension, revocation, lapsing or failure to renew any of Provider's professional licensing in the State of Montana
 - 2. Substantial curtailment of the level of spectrum of services offered by CHCC.
 - 3. Inability of the Provider to substantially perform the duties of the position.
 - 4. Unauthorized disclosure of patient information.

In the event of termination under this subparagraph (A), the compensation shall be through the date of the termination and the applicable benefits shall be prorated as of the date of termination.

- B. This Agreement may also be terminated upon three (3) days written notice from CHCC or upon the conclusion of the appeals process in this subparagraph (B) in the event of the following:
 - 1. Other Provider misconduct or omissions that CHCC deems serious, including without limitation: unprofessional conduct, insubordination, failure to satisfactorily fulfill duties.
 - 2. Provider shall have five (5) calendar days to submit a response in writing to CHCC and to request an informal hearing in writing to CHCC. CHCC shall have its Chief Executive Officer consider any




written response and an informal hearing with Provider if a hearing is requested.

- C. This Agreement may also be terminated upon ninety (90) days written notice from CHCC or Provider for any reason or no cause.

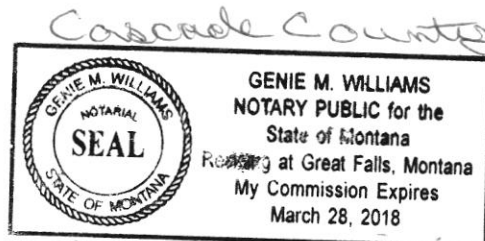
- IX. DISCRIMINATION OR HARASSMENT:** Provider shall report to their immediate supervisor or the Senior Leadership team as soon as reasonably possible but no later than two (2) business days of the discovery of its occurrence any incidents involving discrimination or harassment due to race/ethnicity, color, creed, religion, national origin, gender, qualified handicap, sexual preference or age.
- X. NOTICES:** All notices shall be deemed sufficient if in writing and in the case of Provider either delivered personally or mailed by certified mail, return receipt requested. All notices to CHCC shall be addressed to CHCC, 115 4th Street South, Great Falls, MT 59401.
- XI. COMPLETE AGREEMENT AND AMENDMENT:** This is the complete agreement between the parties. This Agreement supersedes all prior oral discussions or writings. Any Amendment to this Agreement must be in writing and signed by both parties in order to be effective.
- XII. MEDIATION:** If the parties cannot arrive at an agreement as to any dispute arising under this Agreement, then the parties, prior to filing any legal action, shall be required to attend a mediation. The mediator shall be selected by mutually agreement. The parties shall be responsible for their own fees and costs of mediation.
- XIII. VENUE AND LAW:** This Agreement is deemed entered into in the State of Montana. Montana law shall apply as to any interpretation of this Agreement. Venue for any legal action shall be in Cascade County, Montana.
- XIV. SEVERABILITY:** If any provision of this Agreement is found to be unenforceable then it shall be severed and the remaining provisions of the Agreement shall be enforced.
- XV. NON-WAIVER:** A delay in the exercise of any right under this Agreement shall not constitute a waiver of that right.
- XVI. TIME AND BINDING EFFECT:** Time is of the essence in this Agreement. This Agreement shall be binding upon the heirs and successors of the parties.

XVII. COUNTERPARTS, FAX AND ELECTRONIC SIGNATURE: This Agreement may be signed in counterparts, by fax and by electronic signature.

Signatures


David Currie, DDS


Date




Trista Besich, CEO
Community Health Care Center, Inc.


Date

**CASCADE COUNTY
BOARD OF CASCADE COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

ATTEST

On this ____ day of _____, 2018, I hereby attest the above-written signatures of Jane Weber, Joe Briggs, and Jim Larson, Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

Dental Director Review

I have reviewed and approve the attached Agreement.

Dental Director
Community Health Care Center, Inc.

Date

Exhibit A: Job Description**Cascade County****Job Description**

Job Title	Dentist
Department	Community Health Care Center
FLSA	Non-Exempt
Date	December 2017

Job Summary

The Dentist provides high quality dentistry to patients at the Community Health Care Center. The Community Health Care Center is a National Health Service Corps loan repayment site.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- ☐ Provides clinical dentistry to patients assuring quality of care and efficient use of resources;
- ☐ Documents patient histories, progress notes, interventions in the electronic dental record;
- ☐ Maintains confidentiality of patients and staff;
- ☐ Works collaboratively with an all multidisciplinary team;
- ☐ Collaborates with other professionals in the Community Health Care Center for consultation or referral;
- ☐ Promotes the mission and vision of the Community Health Care Center;
- ☐ Ability to work flexible hours and overtime when requested;
- ☐ Works in a team or independently as required;
- ☐ Follows instructions verbally and written.

Required Knowledge and Abilities**Knowledge and understanding of:**

- ☐ Modern dentistry and oral surgery
- ☐ Current principles, methods and procedures for the delivery of dental evaluations, diagnosis and treatment;
- ☐ Theories, methods, and procedures for the prevention of dental diseases and required corrective treatment;
- ☐ Dental terminology;
- ☐ Medications and medication effects.

Ability to:

- ☐ Maintain quality, safety, and/or infection control standards;
- ☐ Identify, assess and document symptoms and progress;
- ☐ Develop and implement dental care plans specific to each patient;
- ☐ Maintain professionalism and manage conflict quickly and in a direct and respectful manner;
- ☐ Prescribe medications as appropriate and listed in the formulary;
- ☐ Accurately record and maintain dental records;
- ☐ Adapt to changes in the work environment;
- ☐ Manage competing demands, changes in approach or method to best fit the situation;
- ☐ Deal with frequent change, delays and or unexpected events;
- ☐ Adhere to a high degree of confidentiality and sensitivity towards the families involved;
- ☐ Maintain confidentiality and compliance with HIPAA privacy and security rules;
- ☐ Work with patients with diverse social economic and cultural backgrounds in an empathic, non-judgmental, respectful and professional manner;
- ☐ Work with people from all walks of life, such as individuals with various social and emotional histories, high risk, unemployed, disabled, and homeless, abused, and people with mental health conditions;
- ☐ Work independently with little direction but also with a team;
- ☐ Analyze and compile information;
- ☐ Pass a criminal background check;
- ☐ Observe required work hours;
- ☐ Communicate effectively orally and in writing;
- ☐ Demonstrate punctuality;
- ☐ Meet established timelines and/or deadlines;
- ☐ Observe established lines of authority;
- ☐ Identify problems that adversely affect the organization and its functions;
- ☐ Offer suggestions for improvements.
- ☐ Deal with the public or other employees in a pleasant and courteous manner.
- ☐ Establish effective working relationships with fellow employees, supervisors, and the public;

Reporting Relationships

The Dentist reports to the Dental Director.

Minimum Qualifications*Education/Experience/Training:*

- Graduate from an accredited Dental School
- One year experience of dental experience preferred

Certifications:

- Licensed and registered to practice Dentistry in the state of Montana
- Current DEA

Job Performance Standards

Evaluation of this position will be based primarily on performance of the preceding areas of accountability and performance. To perform the job successfully, an individual should demonstrate the following Valued Work Behavior Competencies:

- **Adaptability:** Adapts to changes in the work environment, manages competing demands, changes approach or method to best fit the situation, able to deal with frequent change, delays, or unexpected events.
- **Attendance/Punctuality:** Is consistently at work and on-time, ensures work responsibilities are covered when absent, arrives at meetings and appointments on-time.
- **Change Management:** Develops workable implementation plans, communicates changes effectively, builds commitment and overcomes resistance, prepares and supports those affected by change, monitors transition and evaluates results.
- **Communication:** Speaks clearly and persuasively in positive or negative situations, listens and gets clarification, responds well to questions, demonstrates group presentation skills, participates in meetings.
- **Customer Service:** Manages difficult or emotional customer situations, responds promptly to customer needs, solicits customer feedback to improve service, responds to requests for service and assistance, and meets commitments.
- **Dependability:** Follows instructions, responds to leadership direction, takes responsibility for own actions, keeps commitments, completes tasks on time or notifies appropriate person with an alternate plan.

- **Diversity:** Shows respect and sensitivity for cultural differences educates others on the value of diversity, promotes a harassment free environment.
- **Ethics:** Treats people with respect, keeps commitments, inspires the trust of others, works with integrity and ethically, upholds organizational values.
- **Fiscal Responsibility:** Develops cost saving measures that are approved by management, tracks costs and fiscal compliance with contracts and grants.
- **Initiative:** Undertakes self-development activities, looks for and takes advantage of opportunities, asks for and offers help when needed.
- **Innovation:** Displays original thinking and creativity, meets challenges with resourcefulness, generates suggestions for improving work, and develops innovative approaches and ideas.
- **Interpersonal:** Focuses on solving conflict, not blaming, maintains confidentiality, listens to others without interrupting, keeps emotions under control, remains open to others' ideas and tries new things.
- **Judgment:** Displays willingness to make decisions, exhibits sound and accurate judgment, supports and explains reasoning for decisions, includes appropriate people in decision making process, makes timely decisions.
- **Leadership:** Exhibits confidence in self and others, inspires and motivates others to perform well, effectively influences actions and opinions of others, inspires respect and trust, accepts feedback from others, provides vision and inspiration, gives appropriate recognition to others, displays passion and optimism, mobilizes others to fulfill the vision, makes self-available to staff, provides regular performance feedback, develops staffs' skills and encourages growth.
- **Motivation:** Sets and achieves challenging goals, demonstrates persistence and overcomes obstacles, measures self against standard of excellence.
- **Organizational Support:** Follows policies and procedures, supports County's mission, vision and values.
- **Problem Solving:** Identifies and resolves problems in a timely manner, gathers and analyzes information skillfully, develops alternative solutions, works well in group problem solving situations, uses reason even when dealing with emotional topics.
- **Professionalism:** Approaches others in a tactful manner, reacts well under pressure, treats others with respect and consideration regardless of their status or position, accepts responsibility for own actions, follows through on commitments.
- **Quality:** Demonstrates accuracy and thoroughness, looks for ways to improve and promote quality, applies feedback to improve performance, monitors own work to ensure quality.
- **Safety and Security:** Observes safety and security procedures, determines appropriate action beyond guidelines, and reports potentially unsafe conditions.
- **Team Work:** Exhibits objectivity and openness to others' views, gives and welcomes feedback, supports everyone's efforts to succeed.
- **Technical Skills:** Assesses own strengths and weaknesses, pursues training and development opportunities, and strives to continuously build knowledge and skills, shares expertise with others.

- **Written Communication:** Writes clearly and informatively, edits work for spelling and grammar, varies writing style to meet needs, presents numerical data effectively, able to read and interpret written information.


Essential Physical Abilities

Essential Physical Abilities:


The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Clarity of speech and hearing that permits the employee to communicate well with supervisors, employees, and the general public;
- Requires some physical exertion such as bending, lifting, and controlling children weighing up to 30 pounds;
- Reading documents;
- Requires manual dexterity to perform skills such as giving injections and using equipment;
- Requires ability to see to perform physical assessments.


Employee Signature


Date


Immediate Supervisor


Date


Human Resources Signature


Date

Approved:



Employee Position Description Acknowledgment

I have received a position description or summary of the duties I am to perform. I understand what my duties entail and affirm that I possess the requisite knowledge, skills, abilities, experience, and education to perform the duties described. I can perform them with or without reasonable accommodation. I understand that jobs and duties are subject to change from time to time, as Community Health Care Center, Inc., its Board of Directors, Chief Executive Officer, or my immediate supervisor deem necessary. Thus, I may be required to perform duties other than those listed and my job may change over time.

Unless otherwise approved and established by my immediate supervisor, I am scheduled to work within the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, based upon full-time equivalency. I understand that I am expected to report to work as scheduled, on time, prepared to start work, and will remain at work for my entire work schedule. I am responsible to avoid late arrival, early departure, or other disruptive absences from scheduled hours as far as practicable. My schedule will be prearranged by my departmental supervisor based upon the operational needs of Community Health Care Center, Inc., and in keeping with its core mission. I realize that staffing needs and operational demands may necessitate variations in starting and ending times, leave requests, as well as variations in the total hours that may be scheduled each day and week. I will seek guidance from my supervisor for clarification of all scheduling questions, requests, and guidelines.

I understand that this position description is not a pledge of continued employment in this or any other job for any specific period of time or under any specific circumstances or conditions. This position description does not change the terms and conditions of the employment relationship explained in Community Health Care Center, Inc. corporate policy.

David Currie
Employee Signature

3/16/18
Date

[Signature]
Supervisor

3/16/18
Date

**Exhibit B:**

SALARY. The annual base salary for the period from March 1, 2018 through March 31, 2019 shall be \$65.00 per hour.

For the period of April 1, 2019 through March 31, 2020, the annual salary shall be increased based upon the productivity and quality performance outlined below and as indicated in Employment Agreement Section II(D) relating to quality, efficiency, behaviors and furtherance of CHCC's mission and values. In order to achieve any component of the below identified wage enhancement program, CHCC must attain and maintain 2017 PCMH certification.

Wage Increase + Productivity Enhancement	Provider's Encounters per Clinical Hour
COLA + 4%	2.25+
COLA + 3%	2.0 – 2.24
COLA + 2%	1.75 – 1.99
COLA + 1%	1.5 – 1.74
COLA + .5%	1.25 – 1.49
COLA only	</= 1.24

Provider must meet and/or maintain minimum guidelines in at least 50% of quality metrics reported by the QI/QA program to qualify for any enhancements.

Meeting and/or maintaining minimum guidelines in at least 75% of quality metrics defined will add an additional 1% to Provider's annual salary enhancement. Meeting or maintaining minimum guidelines in more than 80% of the quality metrics will add an additional 2% to Provider's annual salary enhancement.

Provider will be considered an exempt professional employee for purposes of federal and state wage and hour laws. Consequently, Provider shall not be entitled to overtime pay or to accrue compensatory time.

March 27, 2018

AGENDA #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Preliminary Plat of Davy's Minor Subdivision
INITIATED BY	Todd Davy
ACTION REQUESTED	Approval of Davy's Minor Subdivision Preliminary Plat
PRESENTED BY	Sandor Hopkins, Planner

BACKGROUND:

Todd Davy requests preliminary plat approval for Davy's Minor Subdivision consisting of two (2) commercial lots of 3.967 acres and 6.326 acres. The property lies within the Commercial (C) zoning district and the total acreage of the project site is 10.293 acres. Access to the proposed subdivision lots will be via existing approaches on Vaughn South Frontage Road. Lots 1 and 2 of the proposed subdivision are serviced by individual water and sewage systems. Law enforcement services are provided by the Cascade County Sheriff's Department and fire protection support is provided by the Vaughn Volunteer Fire Department, response time will be dictated by weather and road conditions. The property is located outside of any Special Flood Hazard Areas, known as Zone X (FIRM Panel number 30013C0315E). The subdivision is exempt from Fire Protection located on-site as it is a First Time Minor Subdivision, and is not required to provide on-site fire protection services.

The Cascade County Planning Division sent out a notice to interested Agencies on March 2, 2018, and received no comments of concern. Notice of the public meeting was sent to adjacent property owners by non-certified mail on March 9, 2018. A public hearing is not required on this first minor plat pursuant to M.C.A. 76-3-609, however, the application was presented to the Planning Board on March 20, 2018, for a recommendation.

RECOMMENDATION: The Cascade County Planning Board voted unanimously, 7-0, to recommend, that the Cascade County Commissioners conditionally approve the Preliminary Plat of Davy's Minor Subdivision. This proposed subdivision is located in the South ½ of Section 31, Township 21 North, Range 3 East P.M.M., Cascade County, Montana.

TWO MOTIONS PROVIDED FOR CONSIDERATION:-

MOTION TO DENY: Madam Chairman, I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** Davy's Minor Subdivision.

MOTION TO APPROVE: Madam Chairman, I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** the Davy's Minor Subdivision, subject to the following eight (8) conditions:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612);
4. Pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
5. Causing to be recorded on the plat a statement concerning limited public services;
6. Causing to be recorded on the plat an Agricultural Notification Statement;
7. Obtain approval for the proposed water and sewage disposal systems from state and/or local health departments;
8. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID;

Attachments: Findings of Fact
Reduced Subdivision Application

cc: Mark Leo, Big Sky Civil & Environmental, Inc.

**FINDINGS OF FACT FOR DAVY'S MINOR SUBDIVISION LOCATED AT 320/322
VAUGHN SOUTH FRONTAGE ROAD, SITUATED IN SECTION 28, TOWNSHIP 21
NORTH, RANGE 2 EAST, P.M.M., CASCADE COUNTY, MONTANA**

- I. The application requesting preliminary plat approval for Davy's Minor Subdivision was received on December 29, 2017 and was determined to contain all required components sufficient for adequate review on February 20, 2018 and scheduled for a public meeting for the Cascade County Planning Board on March 20, 2018 pursuant to statutory requirements.

Todd and Nadine Davy request preliminary plat approval for the Davy's Minor Subdivision consisting of two lots, the two proposed commercial zoned lots will be 3.967 and 6.326 acres. The total acreage of the project site is 10.293 acres.

PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of one (1) developed parcel of land consisting of 10.293 acres that has a vacated novelty shop with home and construction shop. It is currently zoned Commercial (C) and borders the Vaughn South Frontage Road and railroad right of way. Industrial zoned properties across Vaughn South Frontage Road, and residential zoned (Agricultural use) south of the railroad tracks. Commercial/Light Industrial uses are in the vicinity with the subject property currently being for a construction shop. Subdividing this property would not negatively impact agriculture, due to parcel size and that the property was never put into agricultural production.

The soil is a variation of silty clay. All or 100% of the area to be subdivided is not farmland of statewide importance (Marias Silty Clay).

Effect on Local Services

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection from Vaughn/Manchester Volunteer Fire Department.

Most roads surrounding the proposed subdivision are maintained by Cascade County, with Vaughn South Frontage Rd and Interstate 15 being maintained by MDT. Lots 1 and 2 will have separate approaches (already existing) onto Vaughn South Frontage Road and will not be modified.

Letters requesting comments were sent to the Montana Department of Transportation (MDT) and the Cascade County Road Division. MDT had no comment.

Effects on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. Roadside ditches/barrow pits are adjacent to the existing roadways, and a storm water detention pond will be constructed on-site.

Effect on Wildlife and Wildlife Habitat

This subdivision is not expected to have an adverse impact to wildlife or wildlife habitat. A letter requesting comments has been submitted to the Department of Fish, Wildlife, and Parks. MT FWP responded that the proposal will not have any concerns from FWP.

The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

This subdivision does not appear to be subject to potential natural hazards such as rockslides. Vehicular access to the subdivision will be granted from the Vaughn South Frontage Road.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly, and independent lifestyle currently enjoyed by Cascade County's citizens, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions to meet DEQ regulations, and by complying with weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding thirty percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, road, or watercourses.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

A waiver of the developer's right to protest an RSID is required by Cascade County to allow the county to impose an RSID on the individual lots of the subdivision for future deterioration and improvements to the roadway if it becomes necessary. A letter has been sent to the County Road Supervisor asking for comments on the proposed subdivision.

Access to the proposed subdivision will be via the Vaughn South Frontage Road. No internal road will be created by the subdivision.

FIRE PROTECTION STANDARD

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Vaughn/Manchester Volunteer Fire Department.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools as well as the Great Falls Superintendent of Schools asking for comments about the proposed subdivision. The School District responded that the development could bring more workers and children to the school systems and that routes may need to change due to the increase in students.

IV. EASEMENT FOR UTILITIES

The preliminary plat proposes a 20 foot utility easement along the property lines of lots 1 and 2.

V. LEGAL AND PHYSICAL ACCESS

Legal and physical access is granted to the site via Vaughn South Frontage Road, a road maintained by Montana Department of Transportation.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. relevant evidence relating to the public health, safety, and welfare;
- B. the Cascade County Growth Policy; and
- C. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

- Approve the proposed subdivision.
- Approve the proposed subdivision with conditions.
- Table the proposed subdivision for further study.
- Deny the proposed subdivision.

PASSED AND ADOPTED THIS 27th DAY OF MARCH 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

March 27, 2018

AGENDA # 2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Application for Building for Lease or Rent: Mini Storage (3 Buildings, housing 32 units each)
INITIATED BY	JA Corporation
PRESENTED BY	Sandor Hopkins Public Works Planning Division
ACTION REQUESTED	Approval of the Application

BACKGROUND:

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate buildings for lease or rent (or BLR). Some of Montana's counties felt developers and land owners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR regulations are an attempt to ensure all of Montana's counties regulate these buildings.

The Applicant's proposed three (3) buildings housing 32 storage units per building is permitted under the BLR regulations. The property is located in Section 3, Township 20 North, Range 3 East, P.M.M. Cascade County, Montana and currently undeveloped. A building is defined in Section 76-8-101(1), MCA, a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. Any proposed storage development with more than thirty (30) units must be approved by the Cascade County Commission.

SPECIAL INFORMATION:

1. The lots will be accessed by an approach from Stuckey Rd, the applicant will be required to obtain an approach permit from the Cascade County Road and Bridge Division Supervisor.
2. The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Black Eagle Volunteer Fire Department.
3. This proposal will meet all zoning setbacks from property lines as proposed.
4. The development will have three buildings constructed with 32 storage units per building. No proposed buildings will require water or wastewater facilities.
5. Storage will be contained inside all storage units, outside storage of recreation vehicles, boats, or motor vehicles may require installation of shielding or sight obscuring materials.

RECOMMENDATION: Cascade County Staff, after reviewing the Buildings for Lease or Rent Application, believe that this application meets the requirements of Cascade County Zoning and Buildings for Lease or Rent regulations.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Madam Chair, I move the Cascade County Commission, after consideration of the Agenda Action Report, that the three (3) proposed buildings housing thirty-two (32) units per building be approved subject to the following conditions:

1. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits; and
2. The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
3. Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
4. Landscaping requirements shall be in accordance with Section 8.18 of the Cascade County Zoning Regulations; and
5. Applicant obtain Location/Conformance Permit for the proposed development.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Cascade County Commission, after consideration of the Agenda Action Report, that the three (3) proposed buildings housing thirty-two (32) units per building be denied.

ATTACHMENTS: Buildings for Lease or Rent Application

Cc: JA Corporation

Resolution 18-33

Buildings for Lease or Rent Application Approval

under authority of Title 76, Part 8, Montana Code Annotated

On March 27, 2018, the Cascade County Commissioners met and approved the application submitted by JA Corporation, for 3 storage buildings each housing 32 mini-storage units at parcel # 0002398500, Cascade County, MT.

The Commission approved the application with five conditions:

- 1) The applicant must obtain any other required Federal, State, or County permits and comply with the regulations associated with any other permits.
- 2) The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
- 3) Storage of flammable or explosive liquids, solids, or gases shall not be permitted,
- 4) Landscaping requirements shall be in accordance with Section 8.18,
- 5) Applicant obtain Location/Conformance Permit for the proposed development.

Dated this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Jane Weber, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder



Buildings for Lease or Rent Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$400.00 Non Refundable Application Fee Required

Payment: Check (#) 1193 Cash

\$400

Date Application Received: 3-9-18 ^{AD} OFFICE USE ONLY

Type of Development: mini-storage BLR

Name of Owner/Applicant: JA Corporation Phone: 406 899-3842

Mailing Address: PO Box 3714 City Great Falls State MT Zip: 59403

Proposed Development: 3 Buildings housing 32 storage units

Legal Description: Lot 4 $\frac{1}{4}$ $\frac{1}{4}$ of Section 3 Township 20 N Range 3 E

1. Application Requirements:

- A. A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
 - i. North arrow and scale bar (minimum scale of 1:20);
 - ii. Property boundaries;
 - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - iv. Existing and proposed access to the subject property;
 - v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
 - vii. The location of existing and proposed buildings or structures on the subject property.

- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature: Doreen Whetham Pres. JACorporation **Date:** 03-9-18
Doreen Whetham Doreen Whetham 03-09-18
Signature of Owner / Printed Name **Date**

The application must be signed by the owner of the land proposed for lease or rent.

SITE PLAN INFORMATION:

1. See attached drawings
2. Property boundaries are detailed on all drawings.
3. There are no off streets, roads, or easements to serve this project.
4. Access will be gained via Stuckey Road, thru a secure gate, One-Way only within complex. Also, there will be a 6 foot chain link fence that will enclose both 1611 and 1701 Stuckey Road.
5. There are no geographic features for the property. This property is not within the Floodplain.
6. There will be no buildings existing on this property, other than the 3 "New" Storage buildings.
7. See attached drawings.

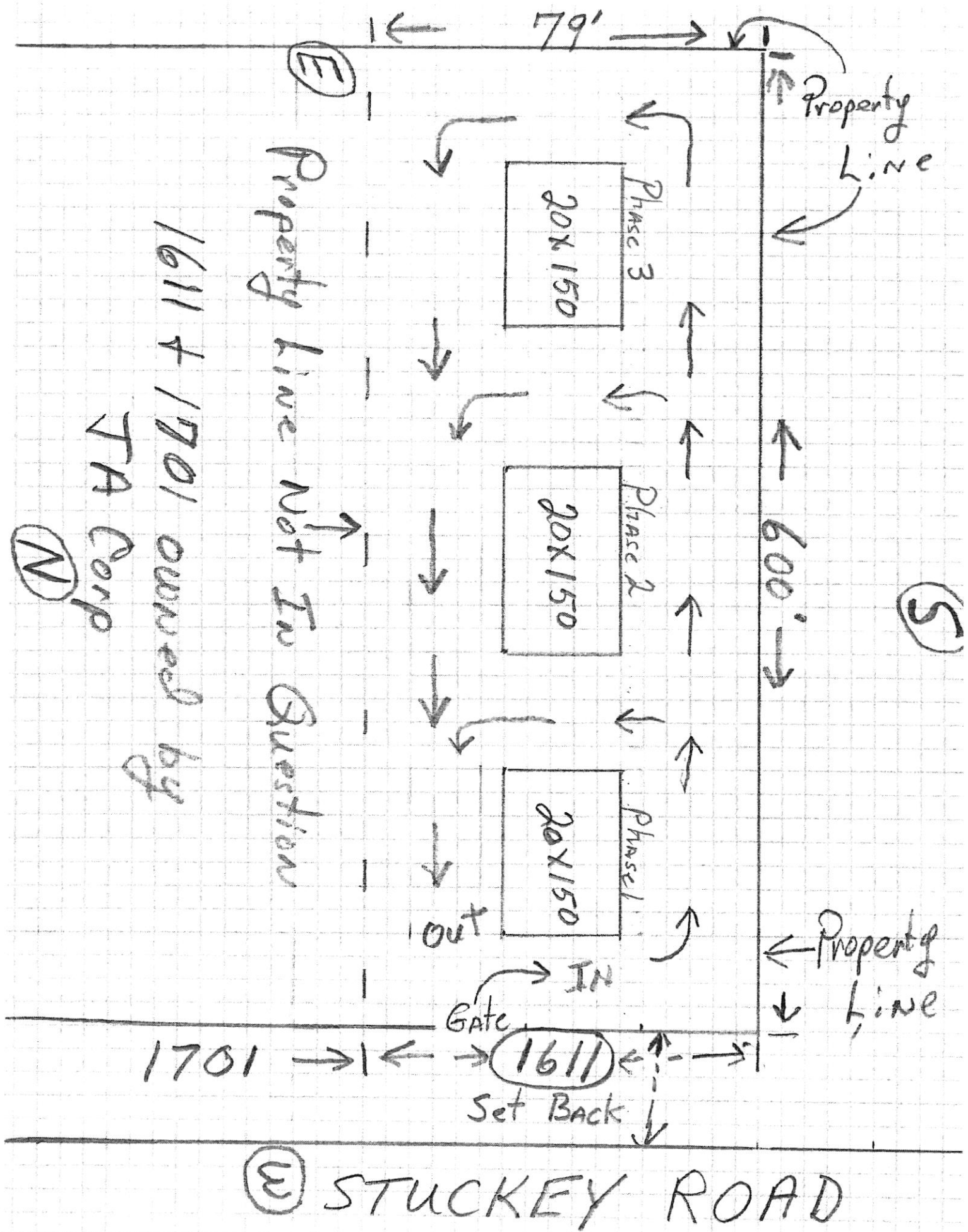
D. This will be a three Phase Project. First Phase, 2018, will be construction of a 20' x 150' building. Within this building will be 4 - 5x10 storage units and 28 - 10'x10' storage units. Total square feet of this building will be 3000. Then spring of 2019 Phase 2, with Phase 3 being completed spring of 2020. Note: This lot is 79' x 600' with a total of 47,400 sq ft.

E. Does not apply.

F. Black Eagle Fire and Cascade County Sheriff

G. See item # 4 above and drawings for flow

H. This is property is zoned as Commercial. There will be no impact or mitigation necessary for this project before, during or completion.



(B) STUCKEY ROAD

1611 + 1701 owned by
TA Corp

(E) Property line Not In Question

Property Line

600'

79'

Phase 3
20x150

Phase 2
20x150

Phase 1
20x150

OUT

IN

Gate

(1611)

Set Back

1701

(S)

(N)

WARRANTY DEED

For Value Received, LEILA DENNIS and LEANDRA MADRIGAL, the Grantors, do hereby grant,
bargain, sell and convey unto J.A. CORPORATION, the Grantee,

of ~~1301 1st Avenue SW, Great Falls, MT 59404~~
P.O. Box 3714, Great Falls, MT 59403
the following described premises, in Cascade County, Montana:

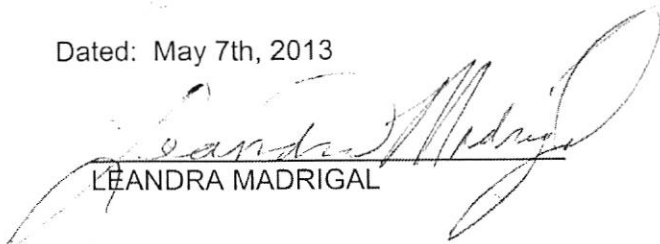
A tract of land lying East of the County Road, in Lot 4, Section 3, Township 20 North, Range 3 East, M.P.M., Cascade County, Montana, particularly described as follows:

Beginning at a point 1024 feet North of the Southeast corner along the East line of Lot 4, Township 20 North, Range 3 East, M.P.M.;
Thence West to the East line of a County Road to a point 1024 feet North of the South line of Lot 4;
Thence North along the East line of the County Road 79 feet;
Thence East to the East line of Lot 4;
Thence South along the East line of Lot 4, 79 feet to the place of the beginning.

(According to Document R0248013, records of Cascade County, Montana.)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), the Grantee(s) heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises and that said premises are free from all incumbrances except all patent reservations covering said premises, all easements, protective covenants and restrictions of record, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 7th, 2013


LEANDRA MADRIGAL

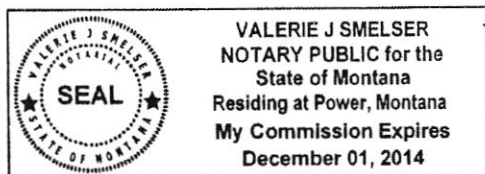

LEILA DENNIS

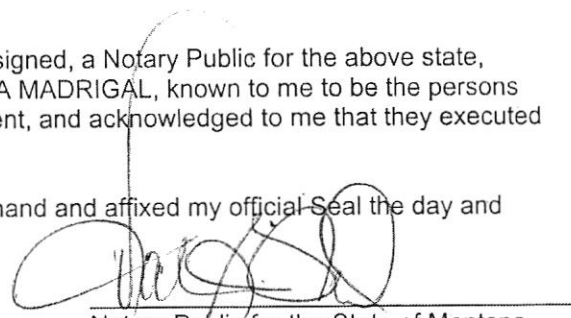
STATE OF MONTANA)

County of Cascade)

On this 7th day of May, 2013 before me, the undersigned, a Notary Public for the above state, personally appeared LEILA DENNIS and LEANDRA MADRIGAL, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year in this certificate above written.




Notary Public for the State of Montana
Residing at
My Commission expires

R0273546 WD

Total Pages: 1 R 7.00 By:ddailey 05/07/2013 11:23:04 AM
Cascade County, Rina Ft Moore - Clerk & Recorder



March 27, 2018

Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Board Appointments**
 Dearborn Fire Fee Service Area

PRESENTED BY: **Commission**

Dearborn Fire Fee Service Area

<u>Applicants</u>	<u>(2) Vacancies</u>	<i>Term Expiration: May 31, 2018</i>
Dixie Allen	_____	<i>Term Expiration: May 31, 2019</i>
		<i>(Fill remainder of terms)</i>
Daniel Ryan	_____	
Ronald Turigliatto Sr.	_____	
Donald Wheeler	_____	



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 1-19-18

NAME DIXIE ALLEN

TELEPHONE (Home) 468-9278 (Work) _____ (Cell) _____ (E-Mail) dixiedallen@gmail.com

CURRENT ADDRESS 23 Sugarloaf Mtn lane, Cascade 59421

Previous Public Experience (Elected or Appointed) NONE

Recommended by Louise Watson

Previous Volunteering or County Boards NONE

Current Volunteering or County Boards NONE

Current Employer Retired

Education High school

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Deerborn



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(Please Print or Type)

Date

3/17/18

NAME Daniel J Ryan

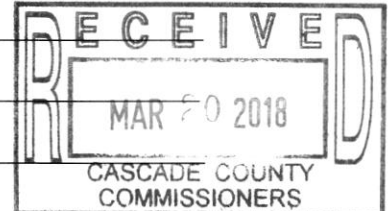
TELEPHONE (Home) 468-9300 (Work) _____ (Cell) _____ (E-Mail) dannyryan347@yahoo

CURRENT ADDRESS 1 Eagle Rock Cir., Cascade MT

Previous Public Experience (Elected or Appointed) _____

Previous Volunteering or County Boards _____

Current Volunteering or County Boards _____



Current Employer Retired

Education B.S. Commerce - MSU Bozeman

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

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Board of Directors for Billings Market Assn.
Lived in Fire District 23 years.



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(Please Print or Type)

Date 1/11/18

NAME

Ronald Perry Turigliatto, Sr.

TELEPHONE (Home)

406 403-3553 (Work)

(Cell)

562 544-0669 (E-Mail)

triggerxxi@hotmail.com

CURRENT ADDRESS

59 Cooper Drive

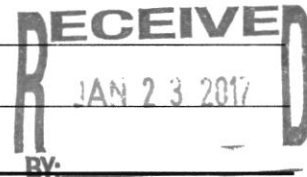
Previous Public Experience (Elected or Appointed)

Los Angeles County Fire Department t-'81-'14

Battalion Coordinator for MDA "Fill the Boot" campaign, First Aid Instructor

Previous Volunteering or County Boards

Current Volunteering or County Boards



Current Employer

retired

Education

Associate of Arts in Fire Science

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> <u>Dearborn</u> Fire Fee Service Area | <input type="checkbox"/> Planning |
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| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Served on fire equipment & vehicle committees during employment



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(Please Print or Type)

Date 03/15/2018

NAME Donald Wheeler

TELEPHONE (Home) _____ (Work) _____ (Cell) 406-799-7780 (E-Mail) _____

CURRENT ADDRESS 524 Upper Sawmill Ck Ln. Cascade Mt. 59421

Previous Public Experience (Elected or Appointed) none

Previous Volunteering or County Boards Sunset Heights Volunteer Fire Dept.

Current Volunteering or County Boards none

Current Employer Retired

Education High school, some college (Glendale Community College),
Glendale, Ca

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
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| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

I was a volunteer firefighter for 7 years at the Sunset Heights
Volunteer Fire Dept. I believe my knowledge of how a fire dept
works, will be valuable in filing this position.

